

The Solicitors Journal.

LONDON. JUNE 27, 1885.

CURRENT TOPICS.

NOTHING AUTHENTIC was known up to Thursday evening as to the appointment of the new Law Officers. The reason for the delay, which has given so much occupation to the legal gossips, can be conjectured by anyone who considers that, while there are only two offices, there happen to be three gentlemen with nearly equal claims.

IT WILL BE SEEN from the letter from Mr. SMITH, the Inspector-General in Bankruptcy, which is printed elsewhere, that the subject of costs for "necessary legal work" in bankruptcy may "shortly be dealt with." It would be interesting to know why so much time has already been consumed in dealing with it.

THE LEGAL PROFESSION is largely represented in the new Cabinet. In addition to the English and Irish Lord Chancellors, it includes Lord CRANBROOK and Sir RICHARD CROSS, who were formerly practising members of the Northern Circuit; and Mr. STANHOPE for several years went the Home Circuit. Sir STAFFORD NORTHCOTE is also a barrister, and, although he has never practised, was for some time Legal Secretary to the Board of Trade. The late Cabinet contained, exclusively of Lord SELBORNE, only two Ministers who had actually practised as barristers—Sir WILLIAM HARcourt and Mr. SHAW-LEFEVRE, who were both members of the original Home Circuit.

THE FIRST SWEARING IN of a Lord Chancellor in the Royal Courts took place on Thursday, in the presence of the judges of the Court of Appeal and of the Chancery Division of the High Court. So numerous were these learned spectators that considerable difficulty was experienced in obtaining, from the limited resources of the establishment, a sufficient number of suitable chairs to accommodate them; while the dimensions of the court in which the ceremony took place were altogether inadequate to accommodate the crowd of barristers who desired to witness it. The learned registrars of the Chancery Division mustered in strong force, no doubt with the laudable view of ascertaining that the important transaction was duly carried out and properly recorded. After the judges had assembled, and were standing on the bench, the Chancellor was summoned, and took his place next to the Master of the Rolls. The oaths of allegiance and of office were then dictated by the Clerk of the Crown, and administered by the Master of the Rolls; and, this being completed, the Chancellor and the judges took their seats. Mr. DIGNY SEYMOUR, Q.C., then, as the senior Queen's Counsel present, according to ancient custom, moved "That the oaths be recorded," and Sir HARDINGE GIFFARD having given his first direction from the bench in the words "Be it so," the ceremony ended.

THE PRECEPTS under the Registration Act, 1885, which are now engaging the attention of the various overseers of the poor in counties and boroughs, are documents of a most elaborate character. Prior to 1832 there was no registration, and the Reform Act of that year, by omitting, when it established registration, to append in a schedule directions to the overseers, very largely failed to take effect by reason of the overseers not being able to comprehend its provisions. The Act of

1843 supplied the omission; but although an amended precept for counties was issued by the County Voters' Registration Act of that year, the Representation of the People Act of 1867 was unaccompanied by any new form adapted to the many alterations in the franchise which that Act made, and it was not until 1878 that the defect was supplied, and even then it was supplied as to boroughs only. The present Act makes a clean sweep of all existing precepts, instructions, and forms of every kind, with the exception of the forms relating to freemen, and to claims and objections in the City of London, which remain undisturbed as they were first settled by the Act of 1843. The new forms vary to a considerable extent from the old, many of which, however, are repeated *verbatim*.

ONE OF THE FIRST QUESTIONS which will arise in connection with the Redistribution of Seats Act will be, What is to happen to an elector who belongs to a borough which will cease to return a member as soon as Parliament is dissolved? The 16th clause of the Bill, which we believe to have been unaltered, attempts to give a detailed answer to this question. It provides that, where a place in which the qualifying property of any voter is situate is changed from one parliamentary area to another, then, on the occasion of the first registration which takes place after the passing of the Act, such voter shall, as respects his right to have his name placed on the register, stand in the same position, *so far as circumstances admit*, in relation to the new area, as he would have stood in if the Act had been in force before the commencement of the period of qualification, and such voter had acquired his rights under the law in force at such commencement as amended by the Act and the Representation of the People Act, 1884, and so much of the register of voters existing at the passing of the Act as relates to the new area had been a register for the new area. "The period of qualification" referred to in this section is that fixed by the Reform Act, 1832, and the Representation of the People Act, 1867, as amended by section 7 of the Parliamentary and Municipal Registration Act, 1878, and by section 12 of the Registration Act, 1885—viz., one year prior to the 15th of July. The result is that persons whose electoral area is changed have all the rights to be placed upon the new register which they would have had if the Representation of the People Act, 1884, and the Redistribution of Seats Act, 1885, had received the Royal assent on the 14th of July, 1884.

THERE SEEMS TO BE no limit to the questions raised as to the application of the principle laid down with reference to the Remuneration Order in *In re Lacey & Son* (32 W. R. 233, L. R. 25 Ch. D. 301). In the case of *In re The Merchant Taylors' Company* (reported elsewhere), not only were the decisions of Mr. Justice CHERRY, that the exception in rule 11 of Schedule I., Part I., of the Order does not apply to a re-investment in land of money paid into court under the Lands Clauses Acts, and of Mr. Justice KAY, in *Stanford v. Roberts* (32 W. R. 404, L. R. 26 Ch. D. 135), that the scale applies to conveyancing in an action as well as out of court, impeached, but the new point was raised that the conduct of an inquiry whether a good title could be made to the land proposed to be purchased, directed by order of the court, was not an "investigation of title" within the meaning of the words in the scale in Schedule I., Part I.; that, therefore, the purchaser's solicitor had not done the whole of the work in respect of which the scale fee was allowed; and, consequently, that, according to *In re Lacey & Son*, he was not entitled to the scale fee. The scale fee, it was urged, was fixed with regard to the amount of the responsibility thrown on the purchaser's solicitor; but he was relieved of responsibility when there was a reference to chambers as to title. The Court of Appeal, however, affirmed both the

decisions which were impeached, and, although after "considerable doubt," decided against the ingenious new contention. Lord Justice CORROD said that, under the inquiry as to title, although the responsibility of the purchaser's solicitor was diminished, yet he "really did everything which he would have had to do if the matter was not in court," and therefore was entitled to the fee. And Lord Justice LINDLEY said that "there was no trace in the schedule of any distinction as regards the amount of the solicitor's responsibility." We think, if we may venture to say so, that the court were undoubtedly right in their construction of the Order, but we feel some hesitation in assenting to Lord Justice LINDLEY's observation that the Order was framed "by persons who knew perfectly well what they were about."

THE CASE of *Hogg v. Brooks*, on which we commented *ante*, p. 413, came before the Court of Appeal, No. 1, on Tuesday last, when the decision of Mr. Justice MATTHEW was affirmed. The case, as our readers may remember, turned upon the question whether a lease for twenty-one years, determinable by the lessor at the end of fourteen years "by delivering to the tenant, his executors, administrators, or assigns, six calendar months' previous notice in writing," could be determined by the reversioner's delivering a notice to mortgagee of the tenant *by demise*; the tenant having disappeared, and the reversioner being unable to discover his address. The court held that the tenant not having assigned his interest, the mortgagee was not an "assign" within the technical meaning of that term. As we remarked before, this is, of course, perfectly clear; but it is not quite so clear whether a mortgagee by demise for all the term except one day might not be considered as substantially an "assign" for the purpose of the proviso. In the case, however, of a provision reserving to the lessor power to determine a lease, it is reasonable that words should be strictly construed, and the court held that, as the notice had not been served on the tenant himself, it was not effectual. The lesson of the case, as we pointed out in our previous remarks, is the necessity for providing, in all instruments in which notices are contemplated, for the disappearance of the party to whom notice is to be given. There is no better way of doing this than by incorporating the provision of section 67 of the Conveyancing Act, 1881, relating to the service of notices under that Act; and we do not know any neater mode of incorporation, in the case of leases, than a slight modification of that suggested by Messrs. KEY and ELPHINSTONE, at p. 772, of vol. 1, of their Compendium of Precedents in Conveyancing (2nd ed.), which is as follows:—

"AND IT IS HEREBY AGREED that any notice hereby required or authorized to be given to the lessor or lessee respectively, shall be in writing, and may be given or served in any of the modes provided by the 67th section of the Conveyancing and Law of Property Act, 1881, with respect to notices required or authorized by that Act to be served."

THE CURIOUS and beautiful operation of "interpretation clauses" was strikingly illustrated by a case which was argued before Mr. Justice CHITTY last week. It appears that Sir J. R. CARNAC, a deceased baronet, by his will bequeathed certain plate of great value to go as heirlooms with the baronetcy; and it further appears that the question had arisen in Mr. Justice CHITTY's chambers, whether these chattels could be sold under the provisions of section 37 of the Settled Land Act, 1882. That section speaks of personal chattels which are "settled on trust so as to devolve with land"; and since by section 2, sub-section (10) (i.), of the Act, "land includes incorporeal hereditaments," it would follow, if a baronetcy is an incorporeal hereditament within the meaning of this provision, and if there is a tenant for life of the baronetcy within the meaning of the Act, then the chattels might be sold under the provisions of section 37. Mr. Justice CHITTY seems to have decided in chambers that a baronetcy is an incorporeal hereditament within the meaning of the above-cited definition; but the further question, whether there exists any tenant for life of the baronetcy, seems to have escaped consideration. This latter question was argued last Saturday, and the learned judge has reserved his judgment, which will be awaited with a considerable degree of respectful curiosity. Upon this point we shall abstain from making any remark. But we may, perhaps, be allowed to hint a doubt whether the practice of deciding questions of such gravity, as whether the powers of a tenant

for life under the Settled Land Act extend to a baronetcy, after a few minutes of casual conversation across a table, is one which the judges ought to encourage. We are told by the *Times* report that, in the opinion of Mr. Justice CHITTY, a baronetcy is "land" within the meaning of the Settled Land Act. If this is the case, it seems to follow that a baronetcy might be sold by the tenant for life, if there is one; the patent of creation being, we suppose, considered as a "settlement" within the definition in section 2 of the Act. The question cannot fail to be of extraordinary interest to impecunious members of the order, who may philosophically prefer wealth to barren honours. Even in these democratic days a baronetcy, if Mr. Justice CHITTY should enable it to be brought into the market, would probably command a good round sum. Nor do we see how the principle can be confined to mere baronetcies; it seems to be not a bit less applicable to baronies—nay, to earldoms and dukedoms. We shall sympathize deeply with the pangs which will assail the minds of disappointed vendors and purchasers of these choice wares in case his lordship's second thoughts should dash to the ground the hopes which for a moment he has suffered to be dangled before their eyes.

THE DOCTRINE on which the decision of the Court of Appeal last week in *Craddock v. Rogers* rested—viz., that a solicitor is not justified in taking from his client a mortgage containing a power of sale unrestricted as to its exercise without fully explaining the effect of such power to the mortgagor, and that the *onus* of proving that such explanation has been given rests on the mortgagee—was, of course, established four years ago by *Cockburn v. Edwards* (30 W. R. 446, L. R. 18 Ch. D. 449). If, as was held in that case, a solicitor must not take even a *second* mortgage from his client with an unrestricted power of sale, without explanation, *à fortiori* he must not take a first mortgage under such circumstances. For in second mortgages an unrestricted power of sale is—or, at all events, before the Conveyancing Act was—usual, while in first mortgages it cannot be said to be common. Like many other doctrines recently laid down by the courts, this rule (at all events, as regards second mortgages) seems to be based upon a want of acquaintance with the practical needs of mortgagors. Learned judges, who know nothing of the necessities of clients or the daily transactions of a solicitor's office, fancy that they are doing a service to clients by laying down an abstract rule which, if rigidly carried out, might bring about the result which the present Master of the Rolls, in *Cockburn v. Edwards*, boldly advocated—viz., that solicitors should never lend money to their clients; with the result of causing the greatest inconvenience to the latter class. Everyone with practical experience of such matters knows that there are numerous clients who pressingly want a larger advance than can be obtained on a first mortgage, and there is often no one who can be found to make the further advance up to the amount required but the solicitor. The solicitor has to take a second mortgage, but he can only do so with safety by inserting an unrestricted power of sale, and, according to the recent decisions, he can only insert this upon the terms of preserving evidence that before the execution of the second mortgage he fully explained to his client the possible consequences of its insertion. How this evidence is to be preserved so as to satisfy a judge—it may be years after the mortgage has been executed—has never yet been ascertained. But besides these considerations there is another which we do not think can have occurred to the Court of Appeal. Is the assumption on which that court has acted, that the restrictions on the exercise of the power of sale are of much practical value to the mortgagor, well founded? Is it worth while to hedge round the power of sale with restrictions as to notice while the covenant to repay is unconditional and can be sued on at once? Does a mortgagee, as a matter of fact, sell property if he can get his money by demanding it, or within a reasonable time after demanding it? We should imagine that he does not, and that, in most cases, a mortgagor would practically run as little risk of having his property sold if the restrictions were omitted as if they were inserted. On the other hand, in the case of an insolvent mortgagor, and of certain classes of property, the restrictions on the exercise of the power of sale may be very disadvantageous to the mortgagee. Is it not time that a general movement should be made to reduce the period of notice in all future mortgages to one month, instead of the three months required by the provision now usually implied?

THE COURSE pursued in *Frith v. Cooke* (33 W. R. 688) can hardly be recommended for general adoption. In a foreclosure action, in which the defendant had not appeared, a person attended on behalf of the plaintiff, in accordance with the exigency of the chief clerk's certificate, to receive the mortgage-money, but when the time came to draw up the order of absolute foreclosure, there was no affidavit by the plaintiff that he had not received the money. The court dispensed with this affidavit, apparently on the ground that the defendant had never appeared in the action. There was an affidavit of non-payment by the person attending to receive the money, but obviously such an affidavit cannot be absolutely exhaustive. The result was that the plaintiff took an order for absolute foreclosure, which, on the face of it, fell short of completeness. Of course he was at liberty to take such an order if he pleased, but as the permission of the court to take the order without the necessary affidavit would not perfect the plaintiff's title, and as the fact that the money was not paid must have been within his knowledge, it is difficult to understand (unless exceptional circumstances existed) why he did not prefer, according to ancient usage, to have recorded on the title deed constituted by the order a recital that this very material fact had been duly proved. No doubt there must have been some special reasons for adopting the course pursued in the recent case.

CHATTELS SETTLED TO DEVOLVE WITH LAND.

THE Settled Land Act comprises a scheme of such great extent and intricate complexity that, in spite of some blemishes in its composition, the degree of success which it has attained is not unworthy of admiration. The task of reducing this scheme to expression presented difficulties greater than any by which the Conveyancing Acts were beset; and we think that, on the whole, the constructive task, which was intrinsically the more difficult, has been better performed than that which was intrinsically the more easy. Perhaps some of the advantages enjoyed by the Settled Land Act may be due to a greater freedom from additions and alterations made by the Legislature. It is certain that the parts of the Settled Land Act which were imported into it during its passage through Parliament have given rise to no small amount of difficulty, doubt, and litigation. Among these the most important are, perhaps, section 63, by which trusts for the sale of land are made settlements within the meaning of the Act; and section 37, which enables chattels, settled so as to devolve with land, to be sold under the statutory powers. Mr. Justice Chitty has recently delivered a very important decision upon the latter section, of which a report will be found in another column; and to this we desire to direct the attention of our readers.

The question related to the application of the money arising from the sale of the Marlborough settled chattels. The section declares that money arising from the sale of settled chattels shall be capital money arising under the Act, and that it shall be dealt with in all respects as is directed with respect to other such capital money, or may be invested in the purchase of other similar chattels to be settled on the same trusts, and devolve in the same manner, as the chattels sold. The tenant for life, the present Duke of Marlborough, desired to apply the money in redeeming incumbrances affecting the settled property generally; but it was contended, on behalf of the infant remainderman, that this ought not to be permitted, since it would effect an alteration in their mutual rights. If the chattels had remained *in specie*, the infant remainderman, who was tenant in tail of the lands, would, under the provisions of the settlement, on attaining twenty-one, have acquired an absolute and indefeasible right to the chattels; whereas, if the proceeds of sale were sunk in the land by applying them in the redemption of incumbrances, he would attain only a tenancy in tail in lands of enhanced or improved value. Reliance was placed upon the provisions of section 53, which declares that the tenant for life, in exercising his statutory powers, shall be in the position and have the duties and liabilities of a trustee for all parties entitled under the settlement; and it was contended that to make an investment which would effect an alteration in the rights of parties would constitute a breach of trust. Mr. Justice

Chitty overruled these objections, and decided that the tenant for life had a right to require the money to be applied in the manner proposed.

We think that this decision, to say the least, admits of being very well defended. The argument about the supposed breach of trust really begs the question. The question is whether the trustee has, or has not, any such power of investment. If he has, he cannot commit a breach of trust by exercising his power; and, if he has not, it is hardly necessary to talk about "altering the rights of parties" in order to prove that the making of an unauthorized investment constitutes a breach of trust. There cannot be the least doubt that if, in a settlement made before the passing of the Act, there had been contained a power to sell these so-called heirlooms, and to apply the proceeds of sale in redemption of incumbrances, such a power would be good, and its exercise would not constitute a breach of trust. In like manner, it will be good in the Act, if it is in the Act; and the only question is whether the Act contains such a power of investment. We must admit that we can find nothing in the Act to cut down, in respect to the sale moneys of settled chattels, the general right which is given by section 22, sub-section (2), to the tenant for life to select the ways in which capital money arising under the Act shall be applied, among which section 21, sub-section (ii.), mentions the redemption of incumbrances affecting the whole estate the subject of the settlement. Nor, if the power in question is within the language of the Act, can any very strong reason be alleged whereby it should be supposed to lie outside the intention. The argument about changing the rights of the parties is one which does not appeal very strongly to the feelings. The difference between a tenancy in tail, when the tenant in tail is *sui juris*, and an absolute ownership, is one which can so very easily be abolished at the mere will of the tenant in tail himself, that any objection resting only upon this ground is hardly enough to warrant a departure from the language of the Act. It sounds, in reality, very much like an objection to the sinking of any proceeds of sale whatever in the redemption of incumbrances; and the tenant in tail might, with about the same reason, allege that he preferred to be tenant in tail of an incumbered Whiteacre and an incumbered Blackacre, than only of a free and unincumbered Whiteacre. But that the policy of the Act was to encourage the redemption of incumbrances is, as Mr. Justice Chitty observed, too manifest for dispute; and this being allowed, there is no sufficient ground for drawing a distinction in particular cases. Perhaps there may be room for a suggestion, that the framers of section 37 of the Act might with advantage have shown, by providing against the question, that they had consciously entertained in their minds the possibility that it might be raised.

REGISTRATION OF TRADE-MARKS—NOTES ON THE REGISTER.

II.

THE decision in *Re Barrows* (25 W. R. 564, L. R. 5 Ch. D. 353) was beneficial in two ways. It provided a means of registering a mark of which part was common and part distinctive, and it also relieved the register from being overloaded by the registration of the same distinctive mark over and over again, in combination with slightly-varying immaterial additions. The latter object has now been gained, as has already been pointed out, by the introduction of the system of registration of marks in a series, which is practically treated as if it consisted of but one mark; the former object has now been also carried out in a different form by the introduction of the use of disclaimers. "This," says Jessel, M.R., in *Re Kuhn* (53 L. J. Ch. 238), "is a very convenient mode of registration, because it points out exactly what is intended, which is for the benefit of the person who claims the trade-mark. The Court of Appeal decided, in *Barrows' case*, that, where a man was entitled to use any device, and had used it in combination with common words and common marks, he might register the device alone and say he used it in combination with the common words and marks; but the manufacturers said they did not like that, because registering in that way did not show what they actually used, and they wanted to put on the register the thing they actually used. They said, 'If you register the "B. B. H."—as it was in *Barrows' case*—with no additions, it does not show on

the register what the mark really is. If, for instance, we use "B. B. H." and a crown, we want to show that we use "B. B. H." and a crown, though we admit the crown is a common mark. So, in order to gratify the manufacturers by showing on the register what they actually used, and still applying the principle of *Barrows' case*, it was decided to allow the manufacturer to put on the register the distinctive device, together with the common words that he really used, and then to enter in the register a note disclaiming the common part of the mark. That was not a new rule; it was only a new way of doing what was aimed at in *Barrows' case*.

Even before *Barrows' case* came before the court it would appear that the use of disclaimers had been introduced, for so early as the 4th of January, 1876, or very shortly, indeed, after the Act of 1875 came into operation, Messrs. Baldwin, of Stourport, registered a trade-mark for iron, consisting of the distinctive word "Arley," in combination with a crown, and with an explanation that the crown was a symbol common to the trade (see L. R. 5 Ch. D. 356). Again, in the instructions issued on August 1, 1877 (after *Re Barrows*) to persons applying for the registration of cotton marks, such applicants are told that "in cases where a mark consists partly of what is private property and partly of what is commonly used in the cotton trade, a note, signed by the applicant, should be written upon each of the two papers bearing the representations of the mark, or upon the back of the same, setting forth distinctly what portion of the mark is common to the trade," obviously for the purpose of confining the registration to the distinctive part of the mark. Even more precisely the Instructions to Applicants Generally, dated February 13, 1878, stated that "terms or symbols common to a trade . . . must not be shown upon representations of new marks; and where such terms or symbols have been used in combination with trade-marks before the passing of the Act of 1875, they must be disclaimed in the statement on application as being 'terms' or 'symbols,' as the case may be, 'common to the trade concerned in the goods.'"

When the case of *Orr-Ewing v. Registrar of Trade-Marks* (28 W. R. 17, L.R. 4 App. Cas. 479) came before the House of Lords, the order made was, not that the entire trade-marks should be registered with a note of disclaimer, but that the distinctive parts of the marks should be registered. This form of order, however, does not appear to preclude the registration from being effected in the former shape, and, as a matter of practice, the use of disclaimers has increased steadily. Not many cases upon disclaimers have been reported. The earliest seem to be *Re Leonhardt* (1 Trade-Marks, 316) and *Re Mitchell* (ib. 317), in each of which cases a firm of pen manufacturers had registered pen-marks which contained common words and symbols, and various other firms engaged in the same trade moved to rectify the register by inserting a disclaimer by the registered proprietors of any exclusive right in the common elements. In each case the order was made upon evidence of the consent of the proprietors of the marks, who did not appear.

That the consent of the proprietor is only necessary in cases in which he is unrepresented, appears from the decision of Jessel, M.R., in *Re Kuhn* (53 L. J. Ch. 238). In that case a pen manufacturer of Vienna and Birmingham registered trade-marks for steel pens, which contained certain common elements, and when the trade called upon him to disclaim those elements he declined to do so. The matter was accordingly brought before the court, the elements said to be common were proved to be so, and the register was ordered to be rectified. Moreover, the proprietor of the marks was ordered to pay the costs of the application, on the ground that he had registered the marks at his own risk, and that he ought to have given the disclaimer required from him when the facts were brought to his notice. At the same time the Master of the Rolls intimated that if an allegation which was made had been proved—viz., that the proprietor had been the first to use the common parts of the marks, and that those parts had only become common by the common piracy of the trade, without the knowledge of the proprietor, who was resident abroad—that fact, coupled with the fact that no notice had been given him before the legal proceedings were begun, and that there had been delay on the part of the parties moving, would have prevented any costs from being given. But none of these circumstances would, apparently, have interfered with the order for rectification.

The use of disclaimers was, perhaps, carried to the greatest length in *Re Hoyle & Sons* (Chitty, J., Nov. 30, 1883), in which

a trade-mark consisting of a pheasant on a gate was sent in for registration as a cotton mark, and the Manchester Committee of Experts placed the mark in the second class, on the ground that the bird was common to the trade; but, on proof that the gate was distinctive, the mark was allowed to be registered, with a disclaimer of the pheasant, except in the particular combination.

At present the use of disclaimers is regulated by section 74 of the Patents, &c., Act, 1883, by which, in the case of old marks, any common element, or, in the case of new marks, any common word, or combination of words, is allowed to be registered as an addition to a trade-mark, subject to the requirement that the applicant for entry of any such common particular or particulars "must disclaim, in his application, any right to the exclusive use of the same, and a copy of the disclaimer shall be entered on the register." The Instructions to Applicants of January, 1884, provide that the disclaimer in such cases is to be in the form of "a note at the back of, or at the foot of, the application form, and of each of the additional representations, such note to be signed by the applicant or his agent."

In *Ex parte Hemming & Son* (Jessel, M.R., April 27, 1881), a very special note was placed on the register, under the following circumstances:—Hemming & Son, needle manufacturers, were for fifty years tenants of a needle mill at Redditch, called Forge Mill, from which circumstance the whole of their works in the same place, including much larger works than Forge Mill, acquired the name of Forge Needle Mills. They ceased to occupy Forge Mill, but still continued to use and registered trade-marks which contained, with other details, the words "Forge Needle Mills" and "Forge Mills." The owners of Forge Mill, who had again come into possession, objected to these registrations, and, on the application of Hemming & Son, leave was given to append to their registrations a note stating, in each case, that the registered proprietors did not claim the exclusive right to the use of the words so as to prevent the owner or occupier of Forge Mill for the time being from using the words "Forge Mill" or "Forge Mills" for any legitimate purpose.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

FROM AN INTENDING LESSOR OR LESSEE.

SUBJECT to any hindrance which may result from restrictive covenants against underletting in a superior lease, most persons who have anything in the nature of an interest in real property can grant at pleasure leases of some kind. But, even in the present day, all people cannot grant leases, and, of those people who can grant leases, all cannot grant all sorts of leases. Hence it follows that, when a solicitor is instructed to prepare a lease, he should first ask himself whether, both as a matter of title and of legal status, his client is in a position to grant a lease; and next, within what, if any, limits his power is controlled by the general law, or by the particular instrument under which his rights are derived. The client may very easily have a mistaken or exaggerated idea of his legal rights and powers, and it is for the solicitor to bring him down to the level of what he may lawfully do.

This preliminary stage over, the next question to consider will be, what manner of lease shall be granted. In the case of a large estate, there will usually be little difficulty in coming to a conclusion on this point. A hard and fast form of lease will generally be in use, and, beyond ascertaining the lessee's name, the description of the property leased, the amount of rent to be reserved, and the length of the term, the solicitor will have little information to gain in the shape of instructions. This illustration furnishes, however, only one, and that the simplest, type of innumerable classes of lease, and it may, perhaps, be said that no legal instrument passes between the solicitors for two parties so often at the "draft" stage, or receives so many applications of coloured inks as a lease. We refer to this fact because, although we are not now dealing with draftsmanship, it serves as a warning-note of the importance of a lessor's solicitor obtaining accurate and complete instructions, and thinking out thoroughly the scheme of the draft lease before it is committed to writing. There may, no doubt, be necessarily left, in many cases, much debatable ground for discussion with the intending lessee,

but the settlement of a lease would often consume a good deal less time and trouble than is, in fact, the case if the lessor's solicitor took more pains to obtain exhaustive instructions in the first instance.

The nature of the lease to be granted must, of course, depend primarily on its subject-matter. A lease of a dwelling-house and a lease of a coal-mine will have nothing in common, but a lease of one dwelling-house will have something, at least, in common with a lease of another dwelling-house; and so of a coal-mine. The solicitor should, therefore, first fix the subject-matter, and as it were appropriate it in his mind to the right type and model of lease, and then work from that *datum* point in taking his instructions.

Let us illustrate this by the first of these examples, which has the advantage of being the commonest of all. A client proposes to grant a lease of a dwelling-house. The solicitor has before his mind's eye the general character of such a lease, and goes into the subject with a view to adapting the common model to the particular circumstances. From this point of view he will first ascertain the name of the lessee, the exact description of the property, the amount of rent, and length of term. If the proposed term is a long one, it will occur to him to ask, as of course, whether a power should be given to either or both parties to put an end to it at any intermediate period or periods, and whether, again, the rent should be the same throughout or should increase after so many years. Next, perhaps, he will pass to the subject of fixtures. Is there any schedule of landlord's fixtures in existence? If so, shall it be appended to the lease? If not, would the lessor propose to have a schedule made for that purpose? Are there any tenant's fixtures on the premises which belong, in fact, to the lessor? If so, is the lessee going to buy them or to have the use of them, or is the lessor going to take them away, or how will they be dealt with?

Next as to money payments. Is the lessee to pay all rates and taxes of every description? Is the house, for instance, in a road which has not been made up properly or dedicated to the public, and, if so, is the lessee to bear any special contribution which may be imposed by a local authority on the owner towards the expense of paving, flagging, metalling, or lighting the road, as a preliminary step to its being taken over by the parish? Is he to insure from fire, and, if so, for what amount and in what office? Or, will the lessor insure, and, if so, is the tenant to pay as rent a sum equivalent to the premium? Is there any other periodical payment attaching, as an obligation, to the property, such as a contribution to keeping up a garden enjoyed in common by other properties, and, if so, how is it to be dealt with?

Then will come the very important question of repairs. In what condition is the house now in this respect? Is the lessee to take it as it stands, or is the lessor or lessee to do any specified repairs first? If so, will the repairs be done before the lease is granted, or will the engagement to do them be imported as a special contract into it? And assuming this point settled either way, what as to the future? Is the house a new one or an old one? If the latter, is any concession to be made to the lessee as to its condition of repair when the term expires? Is the lessee to be put under the fullest measure of repairing obligations, decorative and otherwise? Is he to repair the outside as well as the inside? Is he to enter into any special covenants as to any ground taken with the house?

Again, as to freedom of disposition of the lease. Does the lessor desire to reserve an absolute right to withhold his consent to any assignment or underletting, or will he be content with a qualified restriction reducing his veto to the limit of a reasonable refusal, or to have no veto at all? Does he, or does he not, desire to have any change in the ownership of the lease recorded by registration of specified particulars?

This string of inquiries will cover, for the most part, the groundwork of complete instructions for the simple type of lease to which we have been referring, and it may be pointed out that every one of the questions which we have suggested as appropriate arises more or less directly on the surface of an ordinary lease of a dwelling-house. Beyond these limits, however, the need may, of course, arise, even in the case of a lease of a dwelling-house, of making provisions for special circumstances attaching to the particular subject-matter. Thus, the lessor may desire, or may be under obligation, to reserve some easement or privilege over the property to be leased in connection with the enjoyment of other property belonging to him; and, using the word dwelling-house in its most extended sense, so as to include such a subject of letting as a suite of rooms or chambers in a house, special provisions having reference to the relation of such a tenancy to the house as a whole will be a matter of course. These variations of the common type of lease of a dwelling-house admit of no other general observation than that the solicitor should be on the alert to deal with them where any indication of a possible need of doing so may present itself to a vigilant observer.

There is probably no solicitor in practice to whom the class of lease which we have illustrated is not so familiar as to leave him without excuse if he does not acquit himself properly of the task of taking instructions for its preparation. It may be freely confessed, however, that there must needs be many classes of lease with which familiarity will depend on the

places in which the solicitor's lines have fallen. An agricultural lease, peculiar in form to a particular county or district, will be as familiar to one solicitor as a lease of a dwelling-house, but will be a subject of extreme discomfort to another who has never had any opportunity of gaining practical experience of leases in that district, or, perhaps, of agricultural leases at all. From this must follow the consequence that the latter will be at a great disadvantage in taking instructions for such a lease as compared with the former. The same remark applies to mining and other leases, coloured by their association with particular places or subjects. There is no help for this. The solicitor cannot always hope to be seen at his best, and must, in the course of his practice, deal with unfamiliar and exceptional as well as with familiar and common subjects. Nevertheless, there may arise a state of things in which the solicitor is bound in honour to say to the client, "I am not the right man for your purpose. In employing me you place yourself at an unfair disadvantage, because the lessee with whom you are negotiating is thoroughly familiar with and well up in the subject, and I am not. It is too far out of my track for me to be able to do justice to you." Such a confession is not lightly called for, and it is to be observed that what a solicitor does not know with reference to any particular class of lease or local custom, he may generally get to know by resolutely taking a little pains and placing himself in communication with the right sources of information. But unless he can and does make up in some way for his own lack of familiarity with a subject, he is certainly not justified in floundering out of his depths at the expense of his client's immediate and prospective interests.

The points to be remembered by a solicitor when taking the instructions of an intending lessee are in almost every particular identical with those on which we have commented as applicable to the case of a solicitor who is acting for an intending lessor, though they will, of course, be regarded from an exactly opposite aspect, and the task is in this case lightened by having black and white to work upon at starting. Where the lessor needs to be advised as to whether he can grant such a lease as he desires, the lessee needs to be advised as to whether he can safely accept it. Provisions which are inserted for the lessor's protection are so many burdens or hindrances to the lessee. In proportion as the one interest asserts itself the other recedes, and where the lessor's solicitor should within just and reasonable limits direct his energies to ascertaining how far his client is desirous or content to tie down the lessee, the lessee's solicitor should, in taking instructions from his client, seek to learn the lengths to which it is wished that he shall go in struggling to free his client from onerous obligations, whether in the matter of restriction against alienation, repairs, or what not. Finally, the observations which we have made as to the difficulties which beset a practitioner in preparing a lease which is unfamiliar in kind as to the nature or locality of its subject matter, have equal application to its perusal and settlement for an intending lessee.

REVIEWS.

LOCAL AND MUNICIPAL GOVERNMENT.

THE LAW RELATING TO LOCAL AND MUNICIPAL GOVERNMENT.
By G. NORMAN BAZALGETTE and GEORGE HUMPHREYS, Barristers-at-Law. Stevens & Sons.

This is, we think, the giant law-book of the season, and its corpulent proportions represent very fairly the dimensions of the laws which concern our local government. It is stated to contain in the text alone 142 statutes and parts of statutes, besides numerous statutes and portions of statutes cited in the notes. Commencing with the statutes which regulate the constitution of local and municipal authorities, we have first printed in full the Public Health Act, 1875; the Municipal Corporation Acts, and the Local Government Board Act, 1871. Then follow the Acts relating to Sewers and River Pollution; Water; Gas and Electric Lighting; Artizans and Labourers' Dwellings; Infant Life Protection; Adulteration of Food; Nuisances (including the Explosives, Petroleum, and Alkali Acts); Libraries, Museums, and Schools of Art; Contagious Diseases (Animals); Highways; Compulsory Taking of Land; Burials; Loans and Audits. And, in addition to all these, there are given the Clauses Consolidation Acts, and numerous statutes relating to Municipal Corporations, Municipal Elections, Inclosure and Recreation Grounds, Rating, and Bridges. All the important statutes are annotated; the cases are carefully collected, and the purport of them given in footnotes. The extent to which this has been done may be judged from the statement in the preface that upwards of 2,500 cases are cited. In addition to the statutes, a selection is given of the circulars and orders of the Local Government Board, and the Standing Orders of the Houses of Parliament relating to local Bills and provisional orders. The book, in fact, professes to be a complete collection of the

law relating to local government, intended to enable the legal adviser of any local authority to find within its backs everything which he will require. We cannot pretend to have examined the 1,761 pages of the book, but we have tested the accuracy and completeness of the notes and text on several subjects, and we are bound to say that we have found the purport of the cases concisely and correctly stated; exceedingly complete and careful cross-references, and not unfrequently shrewd and useful practical observations. The Public Health Act, 1875, is, of course, the most elaborately annotated of all the statutes in the volume, and on the sections to which we have referred, we have not detected the omission of any case. A feature specially to be commended is the practice, in citing modern cases, of giving references to all the current series of reports. The index is full and carefully prepared.

ELECTION LAW.

A GUIDE TO ELECTION LAW AND THE LAW AND PRACTICE OF ELECTION PETITIONS. By YARBOROUGH ANDERSON and CHARLES EDWARD ELLIS, Barristers-at-Law. Being the FOURTH EDITION of Leigh and Le Marchant's Election Law. William Clowes & Sons (Limited).

The practical value of Messrs. Leigh and Le Marchant's book has been attested by the three editions through which it passed, and the only portion of the present edition which requires notice is that relating to the Act of 1883. The provisions of that measure are fully and correctly stated, but we miss the clearness and terseness which characterized the former editions of the book. Moreover, there is occasionally some rather slipshod writing—e.g., at page 55 it is stated that “great care must be taken by an election agent to avoid exceeding the maximum expense allowed; for, although means are provided by the Act for relieving the candidate from responsibility for an innocent and unintentional breach of its provisions in this respect; yet this will in any case necessitate an application to the court and consequent expense, even assuming that the candidate is able without difficulty to comply with the conditions necessary to entitle him to relief. An election agent, therefore, should exercise great care in this respect.” Surely, it is hardly necessary to tell the election agent this twice over in ten lines. On one of the most important questions under the new Act—viz., what expenses of meetings must be included in the election return—the editors hardly seem to us to lay down, at page 56, with sufficient distinctness, the test which, according to Sir Henry James (see *ante* p. 298), who ought to know the meaning of his own measure, is to be applied to decide this question. The expenses of meetings held merely for the furtherance of the interests of a political party need not be included, but the expenses of meetings held to promote the candidature of an intending candidate at an approaching election must be included. The editors, however, point out at page 60 a curious result of section 18, relating to the penalty for omitting the name and address of the printer from placards, which we do not remember to have seen noticed before—viz., that as the offence, if committed by the candidate or his election agent, constitutes an illegal practice, relief may be granted to them in a proper case under section 23; but the case of other persons committing the offence is not within the terms of the relief section. This is certainly an anomaly. There are some useful practical hints for election agents at the end of the chapter on “Election Expenses and the Election Agent”; but the editors omit to point out the desirability, in all cases, of the election agent's preparing, on entering on his duties, an election estimate, apportioning the maximum sum allowed among the different items of expenditure likely to be incurred. This will be one of the most important duties of the election agent.

CASES OF THE WEEK.

COURT OF APPEAL.

MORTGAGOR AND MORTGAGEE—MORTGAGEE IN POSSESSION—OCCUPATION RENT—ALTERATION OF PROPERTY BY MORTGAGEE.—In a case of *Bright v. Campbell*, before the Court of Appeal, No. 2, on the 19th inst., there was a question as to the occupation rent which ought to be charged to a mortgagee who had been in possession of the mortgaged property. The mortgagee had altered the character of the buildings on the property, and had by so doing improved its value. The question was whether the occupation rent was to be fixed with reference to the value of the property before or after the alterations. The court (COTTON, LINDLEY, and FRY, L.J.J.) held that the mortgagee ought not to be charged with an occupation rent in respect of the improvement which he had himself made. But they said that it did not follow that he would be allowed the cost of making the alteration in the property as a proper expenditure. —*Counsel, Millar, Q.C., and Cave; Horton Smith, Q.C., and Byrne; Blackmore; Fooks. SOLICITORS, H. E. Cunningham; Eubank & Partington; Braithwaite; John Holder.*

SETTLED LAND ACT, 1882, s. 21, sub-section 3; s. 25, sub-section 11—CAPITAL MONEYS—IMPROVEMENTS—FARM BUILDINGS—ERECTION OF “SILOS” REPAYMENT OF EXPENDITURE ALREADY MADE BY TENANT FOR LIFE—SEPARATE APPEARANCE OF TRUSTEES—COSTS.—In a case of *In re Marshall*, before the Court of Appeal, No. 2, on the 24th inst., some questions arose under the Settled Land Act, 1882, as to the sanctioning by the court of the expenditure of “capital moneys” under the Act in paying the cost of “improvements.” Section 21 provides that “capital money arising under this Act, subject to payment of claims properly payable thereout, and to application thereof for any special authorized object for which the same was raised, shall, when received, be invested or otherwise applied wholly in one, or partly in one and partly in another or others, of the following modes (*inter alia*):—(iii.) In payment for any improvement authorized by this Act.” Section 25 provides that “improvements authorized by this Act are the making or execution on, or in connection with, and for the benefit of settled land, of any of the following works, or of any works for any of the following purposes, and any operation incident to, or necessary or proper in the execution of, any of those works, or necessary or proper for carrying into effect any of those purposes, or for securing the full benefit of any of those works or purposes (*inter alia*):—(xi.) Farmhouses, offices, and out-buildings, and other buildings for farm purposes.” The tenant for life of a settled estate applied for a direction to the trustees to lay out capital moneys in their hands in paying the cost of the erection, on a part of the estate of which he was in the actual occupation, of three “silos” which he had already erected, and also the cost of erecting, on the same part of the estate, two more “silos,” according to a scheme which had been approved by the trustees. The trustees consented to the application. BACON, V.C., refused it, on the ground that the erection of “silos” is in the nature of an experiment, and that an expenditure of such a speculative character ought not to be thrown upon the estate. The Court of Appeal (COTTON, LINDLEY, and FRY, L.J.J.) affirmed the decision on the same ground. They also (without finally deciding the point) intimated a very strong opinion that the court ought not in any case to authorize the expenditure of capital moneys in repaying to a tenant for life the cost of works which he had already executed, and over the construction of which the court had had no control.

On the hearing of the appeal the trustees appeared by the same counsel as the tenant for life. This was done to save expense, because they approved of the proposed expenditure. The Court said that as a general rule, upon an application of this kind, the trustees ought to appear separately, so that they might act as a check on the tenant for life, and assist the court by giving an independent opinion, and by arguing any point of law. In the present case, the court directed that the trustees should not be allowed any costs of the application out of the estate, but said that the tenant for life must pay all the costs.—*COUNSEL, C. CHURCH. SOLICITORS, PRIOR, CHURCH, & ADAMS.*

HIGH COURT OF JUSTICE.

SETTLED LAND ACT, 1882, ss. 22 (2), 37, 53—CAPITAL MONEY—REDEMPTION OF INCUMBRANCES—SALE OF HEIRLOOMS—RIGHTS OF REMAINDERMAN.—In the case of *In re The Duke of Marlborough's Settlement, Marlborough v. Marjoribanks*, before CHITTY, J., on the 19th inst., a summons was heard raising the question whether the proceeds of sale of heirlooms sold by the direction of the tenant for life, with the sanction of the court, under section 37 of the Settled Land Act, 1882, could be invested, under section 21, sub-section 2, as capital money in the redemption of incumbrances affecting the inheritance of lands comprised in the same settlement as the heirlooms. The settlement was a strict settlement of land and heirlooms, and was made in the usual form, vesting the heirlooms absolutely in the first tenant in tail by purchase who should attain twenty-one. CHITTY, J., said that the remainderman objected to the proposed redemption on two grounds—first, that there was no power to apply the money in the manner asked; and, secondly, that, if there were such a power, and the tenant for life had it, the tenant for life was a trustee for all parties, under section 53, which enacted that “a tenant for life shall, in exercising any power under the Act, have regard to the interests of all parties under the settlement, and shall, in relation to the exercise thereof by him, be deemed to be in the position and to have the duties and liabilities of a trustee for those parties.” It was rightly said that, if the money was applied in discharging the incumbrances, the result would be that the money would accrue to the persons taking under the settlement as a whole—that was to say, that the infant remainderman would, on attaining twenty-one, be entitled only to a tenancy in tail in remainder in lands representing the value of the incumbrances, instead of an absolute reversion in the proceeds of the heirlooms, and that the result would be to alter the devolution of the property as declared by the settlement. The contention of the remainderman as to the result and effect was correct. The Settled Land Act, however, had made a revolution in the law, and had made the tenant for life something more than a mere usufructuary. In dealing with such an Act of Parliament, the right way was to approach it without prejudice, and it was the duty of the court to give effect to the intention of the Legislature as shown on the face of the Act itself. The Act was entitled, not merely an Act “for facilitating sales and leases, and other dispositions of settled land,” but also an Act “for promoting the execution of improvements thereon.” The question before him turned on section 37. In his opinion, the whole language and provisions generally of that section showed clearly that the Legislature had before it settlements comprising heirlooms, and that the Legislature was aware of the difference of devolution. It was clear to him that the tenant for life had, under section 37, the power which he now sought to

exercise. The next question was whether, as trustee for all parties under section 53, he was authorized to exercise the power. The objection of the remainderman appeared to him to be in truth based upon the proposition that the tenant for life was not to have regard "to the interests of all parties entitled under the settlement," looking at them as the head of a family would look at them; but that he was rather to have regard to the peculiar interests of the particular persons who took in remainder. But it appeared to him that the tenant for life was to do that which the Act said. He was to have regard to the interests of all parties. In a recent case of a similar kind in chambers, he had made an order for the sale of the heirlooms, and the money was expended in the restoration and improvement of the family estate, which had become much depreciated through agricultural depression. Could it be said, having regard to section 53, that the tenant for life was making a breach of trust by applying the money in improvements? Was it not just as much "for the benefit of the settled land," in the words of section 25, to get rid of incumbrances as it was to expend capital money on drainage and buildings and the many other improvements authorized by that section? He was of opinion that the expenditure of the money arising from the sale of heirlooms in improvements was just one of those things which the Act authorized and intended. He put the case of investment in improvements, perhaps, rather higher than that of application in the discharge of incumbrances. But he thought that the discharge of incumbrances—carrying, as they usually did, a rate of interest out of proportion to the rent of the land—was an exercise of the power conferred upon the tenant for life by the Act, which had regard to the interests of all parties entitled under the settlement. He, therefore, held that the trustees were authorized to apply the money which came from the sale of the heirlooms in paying off the incumbrances by the direction of the tenant for life, and need not keep such incumbrances alive for the benefit of the particular remainderman mentioned in the settlement.—COUNSEL, Macnaghten, Q.C., and W. P. Beale; Romer, Q.C., and F. A. Levin; Ince, Q.C., and Willis Bund; SOLICITORS, Spencer Whitehead, for Mitward & Co., Birmingham; Hunters, Gwatkin, & Haynes.

PRACTICE—ACTION FOR DISSOLUTION OF PARTNERSHIP—SALE OF PARTNERSHIP ASSETS—FORM OF JUDGMENT.—In the case of *Page v. Slade*, before Chitty, J., on the 20th inst., judgment by consent being asked in an action for dissolution of partnership, the minutes as prepared asked for an inquiry in what manner the partnership assets might be sold most beneficially for all parties interested therein, following Seton on Decrees, 4th ed., p. 1200. CHITTY, J., being referred to *Class v. Marshall* (33 W. R. 409), said that the inquiry should be omitted, and, instead thereof, there should be inserted a direction that the partnership assets be sold with the approbation of the judge.—COUNSEL, Tanner; Creed. SOLICITORS, Dalston; Colliss & Mailam.

MARRIED WOMAN—COSTS—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION.—In a case of *Edwards v. Dewar*, before Pearson, J., on the 23rd inst., the question arose whether the court has jurisdiction, on dismissing a summons issued by a married woman without a next friend, against the trustees of a will under which specified property, real and personal, was given to the trustees, on trust to pay the income to her for her life, for her separate use, without power of anticipation, to authorize the trustees to retain their costs of the application out of her income, notwithstanding the restraint on anticipation. PEARSON, J., gave liberty to the trustees to retain their costs in that way. He said that the restraint on anticipation was intended as a protection to a married woman against wrong; not to enable her to do a wrong. It did not fetter the power of the court as to costs.—COUNSEL, Cazens-Hardy, Q.C., and Micklem; Cookson, Q.C., and Methold. SOLICITORS, B. E. Greenfield; Remnant, Penley, & Grubbe.

WILL—SPECIFIC DEVISE—SALE OF PROPERTY DEVISED, AND PROCEEDS DISPERSED—ADEMPTION.—In a case of *Menton v. Tabois*, before Bacon, V.C., on the 21st and 22nd insts., a question arose whether, under the circumstances, a bequest of "all my interest in the Coventry-street Estate" had been adempted. At the date of the will, the testator had only a contingent interest in the property; but he subsequently became entitled to it in fee, sold it, and paid the proceeds into a bank, partly to his deposit account and partly to his current account. The VICE-CHANCELLOR said that a more distinct act of ownership could not be imagined. The testator had received the money as his own and treated it as his own, and it was impossible to identify the proceeds of sale. Therefore the bequest of the estate was adempted, and failed.—COUNSEL, Sir A. Watson; Millar, Q.C., and Methold; Marten, Q.C., and Rely. SOLICITORS, Daniel Morgan & Co.; Johnson & Master; Howard & Shelton.

VENDOR AND PURCHASER—STIPULATION AS TO EVIDENCE OF TITLE—PERFORMANCE OF STIPULATION BECOME IMPOSSIBLE.—In a case of *The London Land Company v. Harris*, before Pearson, J., on the 23rd inst., a curious question arose as to the effect of a stipulation contained in a contract for the sale of land as to the evidence of certain matters affecting the title of the vendors, the literal performance of the stipulation having become impossible by reason of the death of one of the vendors since the date of the contract. The vendors were seven devisees, and the representative of an eighth devisee who had died after the testator, and a doubt had been suggested whether, though the property was devised to them absolutely for their own benefit, they did not, in fact, hold it on a secret trust for charitable purposes. The contract for sale provided that the seven surviving devisees would, if required by the purchasers, make a statutory declaration to the effect that there was no secret trust in favour of any

charity. A few days after the signature of the contract, and before the purchasers had made any requisition for the statutory declaration, one of the seven devisees died. The question was whether, under the altered circumstances, a statutory declaration to the effect mentioned in the contract made by the six surviving devisees would be a sufficient compliance with the stipulation. PEARSON, J., held that it would not. The purchasers, he said, had agreed to accept a particular document as conclusive evidence of certain facts, and it was impossible to force a different document on them as conclusive evidence.—COUNSEL, Cazens-Hardy, Q.C., and Blakesley; Higgin, Q.C., and Leeks. SOLICITORS, G. Fletcher Jones; Mason & Trotter.

ADVANCEMENT—DOUBLE PORTIONS—SATISFACTION.—In *In re Turner, Turner v. Turner*, which came before Kay, J., on the 18th inst., a question arose whether a sum of £757 paid by a testator for the purchase of farming stock, which he gave to his eldest son, ought to be set off against the son's share under the will of the testator. The testator, by his will, dated in May, 1882, devised and bequeathed his residuary real and personal estate equally between his four children. In April, 1883, he purchased for his eldest son certain farming stock, and procured for him the tenancy of a farm. He died in May, 1883. It was contended on behalf of the eldest son, on the authority of *Grave v. Lord Salisbury* (3 Bro. C. C. 425), that farming stock could not be set off against a legacy, as they were not *ejusdem generis*. The contention on the other side was that the gift was intended as satisfaction *pro tanto*, and, further, that it was not a gift, but a debt. The evidence as to this was conflicting. KAY, J., was of opinion that the case of *Grave v. Lord Salisbury* did not apply, as that case merely decided that a grant of a beneficial farming lease by a person in *locis parentis* to his natural son did not afford any presumption of an advance; but it did not follow that, because there was no presumption of an advance, evidence of the testator's intention was not admissible. Kirk v. Eddowes (3 Hare, 509), which had been followed in numerous cases since, showed that where a transaction between a father and a son took place after the date of the will, evidence of the father's intention was admissible, not as evidence of revocation of any part of the will, but as evidence of an independent transaction whereby the legatee received part of the legacy in advance. His lordship held, on the evidence, that the testator did intend his son to take the farming stock in partial satisfaction of his expectant interest under the will.—COUNSEL, Hastings, Q.C., and W. G. Robinson; Pearson, Q.C., and Oswald. SOLICITORS, S. W. Johnson & Son, for Watts & Jobson, Dudley; James Neal, for E. Whitehouse, jun., Dudley.

PRACTICE—MOTION FOR JUDGMENT—DEFAULT OF PLEADING—EVIDENCE.—In the case of *Holmes v. Shaw*, which came before Kay, J., on the 20th inst., the plaintiff moved for judgment on his statement of claim, the defendant not having delivered any defence. The action was for specific performance of an agreement, which was set out in the statement of claim, but was not proved by affidavit. The action was set down as a short cause, and the defendant did not appear. KAY, J., ordered the agreement to be verified by affidavit, and directed the action to stand over for that purpose.—COUNSEL, Levett. SOLICITORS, Smith & Sons, for Kirkman, Southwell.

PRACTICE—MORTGAGE—FORECLOSURE ABSOLUTE—EVIDENCE OF NON-PAYMENT.—In the case of *Barrow v. Smith*, which came before Kay, J., on the 20th inst., the question arose whether the plaintiff in a foreclosure action was required on motion for foreclosure absolute to produce an affidavit of non-payment in accordance with the practice stated in Seton, p. 1091. The usual foreclosure judgment had been obtained, and the day fixed for payment was the 1st of June, 1885. On that day a person, duly appointed by the plaintiff by power of attorney, attended to receive the money, but the same was not paid. On the 8th of June an application for an order for foreclosure absolute was made and granted. Before drawing up the order the registrar required the production of an affidavit by the plaintiff proving that he had not received the money between the date of the attendance and of the order for foreclosure absolute. The plaintiff now asked the court, upon the authority of *Frith v. Cooke*, (33 W. R. 688), to dispense with the production of such affidavit. The grounds of the application were, that the interval was only seven days and the plaintiff was of advanced age. KAY, J., declined to dispense with the production of the affidavit.—COUNSEL, Renshaw. SOLICITORS, Roberts & Barlow.

PRINCIPAL AND AGENT—IMPLIED AUTHORITY OF AGENT TO BIND PRINCIPAL—WARRANTY ON SALE OF A HORSE—TRADE OF A HORSE DEALER.—In a case of *Baldry v. Bates*, which came before the Divisional Court on the 18th and 19th insts., the question arose as to the implied authority of an agent to warrant a horse as sound when selling it. The action was brought by the plaintiff, a livery stable-keeper, to recover damages from the defendant, who owned a riding-school, for breach of warranty on the sale of a mare under the following circumstances:—The defendant, who at the time in question kept twenty-two horses for his riding-school, in August, 1883, sent a man in his employment, called Sivell, with a mare to the plaintiff for the purpose of selling it. On the plaintiff saying that the mare seemed to him to look not unlike having the mange, Sivell said that "the mare was suffering from no catching disease, and could safely be placed in the same stables as his other horses." The price of the mare was to be £10. The plaintiff said he would take the mare on trial, and the mare remained, but subsequently the plaintiff found that she had the mange, and in December she died, having given the disease to other horses in the plaintiff's stable. The jury found (1) that the plaintiff did

not buy the mare; (2) that Sivell did warrant her as alleged; (3) that the defendant had not authorized Sivell to warrant her; (4) that the mare at the time had the mange; (5) that the defendant did not know it, but knew there was something amiss with her; (6) that Sivell knew at the time that the mare had the mange. The jury assessed the damages at £175. The judge, upon the findings, entered judgment for the plaintiff, on the ground that the defendant was in the position of a horse-dealer, and that consequently Sivell had implied authority to bind the defendant, his master, by a warranty, within the decision of *Howard v. Sheward* (15 W. R. 45, L. R. 2 C. P. 148). Held, by the Divisional Court (Grove, Denman, and Wills, J.J.), on motion to enter judgment for the defendant, that there was no evidence to show that the defendant was a horse-dealer. A horse-dealer means a man whose business is dealing in horses, and who makes his money by buying and selling them. A man may be a horse-dealer while also engaged in other pursuits. But buying and selling horses must be a part of his business, and it is not sufficient that the necessity of the business compels him from time to time to buy and sell horses. Otherwise a master of foxhounds, a farmer, a brewer, or a carrier might come within the category of horse-dealers. The defendant here made his living by his riding-school, and not by buying and selling horses, though it happened from the necessities of his business that he from time to time bought and sold horses for the purposes of his riding-school. The court also said that if there was any evidence that the defendant was a horse-dealer, the question ought to have been left to the jury, and not decided by the judge. There being, however, no evidence to support the finding of the judge that the defendant was a horse-dealer, Sivell had no implied authority to bind the defendant by a warranty (*Brady v. Todd*, 9 W. R. 483, 9 C. B. N. S. 592), and the defendant was entitled to judgment.—COUNSEL, Freeman; Crump and J. E. Banks. SOLICITORS, Sheppard & Sons; W. Scott Fox.

BANKRUPTCY CASES.

BANKRUPTCY PETITION—RECEIVING ORDER—ADJOURNMENT OF PETITION—“SUFFICIENT CAUSE”—DISCRETION OF REGISTRAR—BANKRUPTCY ACT, 1883, s. 7, SUB-SECTION 3.—In a case of *Ex parte Oram*, before the Court of Appeal, No. 1, on the 19th inst., there was a question as to the power of the registrar to adjourn the hearing of a bankruptcy petition *sine die*. The defence to the petition was that the debtors had executed (out of court) a deed of arrangement with their creditors, which, it was said, would be far more beneficial to the creditors generally than a bankruptcy. The petitioner was a creditor who had not executed or assented to the deed. Mr. Registrar Pepys ordered the further hearing of the petition to be adjourned generally, with liberty to apply, on the ground that it was desirable to see how the arrangement made by the deed would work. Section 7 of the Bankruptcy Act, 1883, provides by sub-section 3 that, “if the court is not satisfied with the proof of the petitioning creditor’s debt, or of the act of bankruptcy, or of the service of the petition, or is satisfied by the debtor that he is able to pay his debts, or that for other sufficient cause no order ought to be made, the court may dismiss the petition.” The Court of Appeal (Barrett, M.R., and Baggallay and Bowen, L.J.J.) discharged the order. Barrett, M.R., said that by making this order, after fully hearing the petition, the registrar was taking the first step towards dismissing the petition. He in effect said, If the arrangement works well, I shall dismiss the petition. Unless the fact that such an arrangement had been made between the debtor and some of his creditors was a “sufficient cause” within sub-section 3 of section 7, the registrar had no authority to deal with the matter by way of dismissing the petition. *Ex parte Dizon* (L. R. 13 Q. B. D. 118, 28 SOLICITORS' JOURNAL, 489) was a decision that a deed entered into between a debtor and some of his creditors, who did not follow the steps pointed out by the Act (though the provisions of the deed in that case were not the same as those of the deed in the present case), was not a sufficient cause for the refusal to make a receiving order. The reasoning of the judges in *Ex parte Dizon* was not founded on the particular provisions of the deed, but on the fact that it was entered into at the time, in the manner, and by the persons who had entered into it. That decision applied equally to the present deed, and it showed that the registrar had no authority or jurisdiction to order an adjournment of the hearing as a step towards the dismissal of the petition. Baggallay, L.J., said that he entirely adhered to what he had said in *Ex parte Dizon*. Bowen, L.J., concurred.—COUNSEL, H. Reed; Upjohn; F. Cooper Willis. SOLICITORS, Walker, Son, & Field; G. Davis, Son, & Co.

BANKRUPTCY—JURISDICTION OF REGISTRAR—DELEGATED AUTHORITY—BANKRUPTCY COMMENCED UNDER BANKRUPTCY ACT, 1869—BANKRUPTCY ACT, 1869, s. 67—BANKRUPTCY ACT, 1883, ss. 93, 94, 99, 127, 169—BANKRUPTCY RULES, 1883, R. 5, 264.—In a case of *Ex parte Edwards*, before the Court of Appeal, No. 1, on the 19th inst., a question arose as to the jurisdiction of a registrar in the proceedings under an adjudication of bankruptcy made under the Bankruptcy Act, 1869. Mr. Registrar Brougham had made an order setting aside, as against the trustee in a bankruptcy, a post-nuptial settlement executed by the bankrupt. Under the Bankruptcy Act, 1869, the registrar would have had power to make such an order under the delegated authority of the Chief Judge. In a case under the Bankruptcy Act, 1883, the registrar would have no such power. Rule 264 of the Bankruptcy Rules, 1883, provides that “in any proceeding commenced under the Bankruptcy Act, 1869, a registrar shall, unless and until the judge otherwise orders, continue to have and exercise all power and jurisdiction (not otherwise provided for by the Act and these rules) which he had by delegation or otherwise at the commencement of these rules.” It was urged that this rule was *ultra vires*, and that the registrar had no jurisdiction to make the order.

The court (Barrett, M.R., and Baggallay and Bowen, L.J.J.) held, adopting the order of Mathew, J., in *Ex parte Chandler* (*Weekly Notes*, 1884, p. 29, Morrell's Bankruptcy Reports, vol. 1, pt. 1), that, by sub-section 3 of section 169 of the Act of 1883, the jurisdiction of the registrar in matters pending at the commencement of that Act is preserved, notwithstanding the repeal of the Act of 1869, and consequently that rule 264 was not *ultra vires*, but was properly made under section 127, and that the registrar had jurisdiction to make the order.—COUNSEL, Cooper Willis, Q.C., and F. Cooper Willis; Pollard and Douglas Walker. SOLICITORS, G. S. Hall; Lyons & Holman.

CASES AFFECTING SOLICITORS.

SOLICITOR AND CLIENT—MORTGAGE BY CLIENT TO SOLICITOR—POWER OF SALE—OMISSION OF ORDINARY RESTRICTIONS ON EXERCISE.—In a case of *Craddock v. Rogers*, before the Court of Appeal, No. 2, on the 19th inst., there was a question with regard to the duty of a solicitor who takes a mortgage from his client to give a full explanation to the client of the provisions contained in the mortgage deed. The defendant was a solicitor who, in September, 1879, paid off the sum of £750, which was then due by his client (the plaintiff) upon a mortgage of some property of his, and took a first mortgage of the property to himself to secure £850, which was made up of the £750, £20 paid by him to the plaintiff, and £80 retained by the defendant on account of some costs which he claimed to be due to him from the plaintiff in respect of some previous litigation between him and the mortgagees who were paid off. In preparing the mortgage deed the defendant acted as the plaintiff’s solicitor. The deed gave the mortgagee an absolute power to sell the property, without the usual qualification that the power should not be exercised unless some principal money should be unpaid six months after notice, or unless some interest should be in arrear for three months. North, J., held on the evidence that the defendant did not explain to the plaintiff that the power of sale was not in the usual form. The defendant, in January, 1882, sold part of the property for £800, and on July 13, 1882, he sold the remainder for £375. No notice of either sale was given to the plaintiff. At the time of the first sale the interest was, as North, J., held, in arrear for more than three months; at the time of the second sale it was not. The plaintiff claimed an account of what was due on the security and of the proceeds of the sales, and of the rents which had been received by the defendant, who had been in possession, and damages in respect of the sales, which the plaintiff alleged to have been wrongful and made at an undervalue. North, J., held that the first sale was not at an undervalue, but that the second was. He held that it was the duty of the defendant to have inserted in the deed the ordinary restrictions on the exercise of the power of sale, or to have explained the omission to his client. And his lordship ordered the defendant to pay £105 damages for the second sale and the costs of the action, except those of one issue—viz., whether the sales had been improperly conducted, which his lordship held that they had not. On the hearing of the appeal the court raised the question whether, if the power of sale had contained the provision that it should not be exercised unless interest should be in arrear for three months, and interest had once been in arrear for three months, the restriction on the exercise of the power would not be gone for ever afterwards. In the result it became unnecessary to decide this point, as the court (Cotton, Lindley, and Fay, L.J.J.) affirmed the decision independently of it. Cotton, L.J., said that in the present case the conduct of the mortgagee had been such as to make the second sale improper in any case, even supposing an event had happened which removed the restriction on the exercise of the power. The plaintiff’s demand for an account of the first sale had not been complied with till after the action had been commenced. The second sale ought not to have taken place, and the defendant became answerable in respect of the price, and could not maintain that the price was what the property fetched. There was a conflict of evidence as to the value, but North, J., came to the conclusion that the sale was at an undervalue, and the Court of Appeal would not differ from him. Nor would they differ from his discretionary judgment in making the defendant pay the costs, though it was unusual. Lindley and Fay, L.J.J., concurred.—COUNSEL, Barber, Q.C., W. Willis, Q.C., and Richard Nevill. SOLICITORS, F. Ullyatt; G. Turner.

PRACTICE—COSTS—THIRD COUNSEL—SOLICITOR AND CLIENT—TAXATION.—The case of *Broad and Broad*, which was argued before a divisional court on the 19th inst., was an appeal of Messrs. Broad & Broad from an order of Lopes, J., refusing to order the master to review his taxation of their bill of costs which had been taxed by him as between solicitor and client at the instance of their former client, Mr. Goodenough. The action in which the costs were incurred was an action of *Walmsley v. Mundy* (32 W. R. 602, L. R. 13 Q. B. D. 811), in which the plaintiff had obtained judgment and a receivership order over certain hereditaments belonging to the defendant, and in which Mr. Goodenough appeared as claimant, alleging that he was entitled as second mortgagee of the premises to the profits arising from them. The case as between Walmsley and Goodenough was argued both in the Divisional Court and in the Court of Appeal, which ultimately decided in favour of Goodenough, thereby reversing the decision of the Divisional Court. Three counsel were employed in the case on behalf of Goodenough. The costs of the third counsel were not allowed upon party and party taxation. Upon taxation of costs as between solicitor and client the master again disallowed the costs of third counsel, being of opinion that he was bound to do so, and had no discretion in the matter, upon the authority of *Re Blyth and Fanshawe* (31 W. R. 283, L. R. 10 Q. B. D. 207). By that case he thought it to be decided that where unusual

expense had been incurred, which he considered the employment of third counsel to be, and as Messrs. Broad & Broad when the expense was incurred had not pointed out to their client that such expense might not be allowed on party and party taxation, and might, therefore, have to be paid by the client whatever the result of the proceedings, he was bound to disallow such costs. It was contended on behalf of the appellants that the master was wrong in so holding, for that the present case differed from that of *Re Blyth and Fanshawe*, in that here the costs of third counsel were in question, whereas in that case the decision only dealt with the costs of shorthand writers' notes, and that the costs of third counsel were not an unusual expense. It was further contended that the remarks of Baggallay, L.J., at the commencement of his judgment in *Blyth's case*, were not to be read as the laying down of a principle of law, but only as *obiter dicta*. The Court, however (FIELD and MANISTY, JJ.) were clearly of opinion that, except under exceptional circumstances, the employment of third counsel was unusual expense (they referred on this point to the case of *Smith v. Baker*, 23 W. R. 332, L. R. 19 Eq. 473); and that the present case fell within the principle distinctly laid down by Baggallay, L.J., in *Re Blyth and Fanshawe*. While regretting that it should be so, inasmuch as under the circumstances of the case there appeared to have been no impropriety in the solicitors having employed three counsel, they were of opinion that the master had no discretion in the matter, and was bound to disallow the costs, and dismissed the appeal.—SOLICITORS, *Broad & Broad*; *Sandom, Kersey, & Knight*.

SOLICITOR—COSTS—TAXATION—SOLICITORS' REMUNERATION ACT, 1881, s. 2—GENERAL ORDER, AUGUST, 1882, s. 2, SCHED. I, PART I, R. 11—SALES UNDER LANDS CLAUSES CONSOLIDATION ACT—RE-INVESTMENT IN LAND—INQUIRY DIRECTED WHETHER GOOD TITLE COULD BE SHOWN—INVESTIGATION OF TITLE BY SOLICITOR.—In a case of *In re The Merchant Taylors' Company*, before the Court of Appeal, No. 2, on the 26th inst., some important questions arose upon the Solicitors' Remuneration Act, 1881, and the Remuneration Order of August, 1882. Lands belonging to the Merchant Taylors' Company were taken by a railway company under their compulsory powers, and the purchase-moneys were paid into court under the provisions of the Lands Clauses Consolidation Act. A provisional contract was afterwards entered into by the Merchant Taylors' Company for the purchase of some other land for the re-investment of the purchase-money, and the court directed an inquiry whether a good title could be made to the land, and in case a good title could be made, it was ordered that a proper conveyance of the land be settled by the judge in chambers, and a reference was ordered to the taxing master to tax the costs of the Merchant Taylors' Company of the re-investment, and of obtaining the order and of all proceedings relating thereto, and it was ordered that the costs should be paid by the railway company. The title was afterwards approved, and the bill of costs of the Merchant Taylors' Company was carried in for taxation. The solicitors had charged the scale fee, as given in part 1 of schedule 1 to the Remuneration Order in the case of a purchaser's solicitor, "for investigating title," &c. The taxing master allowed this fee, and the railway company objected to the allowance, on the ground that the scale fee did not apply, (1) "because the item comes under the description of 'business in any action, or transacted in any court, or in the chambers of any judge or master' mentioned in section 2 of the General Order. Nearly the whole of the work is transacted in the chambers of a judge, and the responsibility of the transaction is for the most part with the court and not with the solicitor"; and (2) that, if that was not so, the application of the scale fee was excluded by rule 11 in part 1 of schedule 1 to the Order, which provides that, "in cases of sales under the Lands Clauses Consolidation Act, or any other private or public Act under which the vendor's charges are paid by the purchaser, the scale shall not apply." The taxing master overruled the first head of objection, on the ground that it was covered by the decision of Kay, J., in *Stanford v. Roberts* (32 W. R. 45, L. R. 26 Ch. D. 155, 28 SOLICITORS' JOURNAL, 304), that the scale fee applies to all conveyancing business whether in an action or not (since followed by Pearson, J., in *Fleming v. Hardcastle*, ante, p. 472); and he overruled the second head on the ground that the costs referred for taxation were not vendor's costs, but the costs of the Merchant Taylors' Company as purchasers. Chitty, J. (33 W. R. 542, L. R. 29 Ch. D. 209), affirmed the decision. In the Court of Appeal another ground of objection was taken—viz., that, when an inquiry whether a good title can be shown is directed by the court, the solicitor who has the conduct of the inquiry does not "investigate the title" within the meaning of part 1 of schedule 1 to the Order, and, consequently, the scale fee does not apply, the whole of the work mentioned in part 1 not having been done by the solicitor. On this point the case was referred back to the taxing master that he might deal with the new objection. The original objection was amended as follows:—"Because the conduct of the inquiry directed by the Order, whether a good title could be made to the land, was not an investigation of title within the meaning of schedule 1 to the General Order." The taxing master in his answer to the amended objection, after referring to *Stanford v. Roberts* and *Fleming v. Hardcastle*, said, "It has, ever since the Solicitors' Remuneration Order came into operation, been the invariable practice in the taxing masters' office to apply 'the scale' to all sales and purchases made by the direction or with the approval of the court, and to allow, in addition to 'the scale fee,' the fees prescribed by the Rules of the Supreme Court, 1883, for the extra work occasioned by the intervention of the court. The course of the business (i.e., the work done by the solicitor), for which the scale fee is allowed, is precisely the same whether or not the sale or purchase is carried out under the direction of the court, except that, when the approval of the court is necessary, the conveyancing counsel employed is selected by the court instead of by the solicitor. In

both cases the vendor's solicitor draws the contract, draws the abstract of title, produces the deeds for examination with the abstract, answers the requisitions on title, peruses the conveyance, hands over the conveyance and title deeds on completion, and makes and carries on (on the part of the vendor) all the attendances and correspondence arising out of the sale. And the purchaser's solicitor peruses the abstract and examines it with the deeds, prepares the requisitions grounded on the opinion on the title of the conveyancing counsel, draws and engrosses the conveyance, makes the searches for judgments, &c., receives the conveyance and the title deeds on completion, and makes and carries on (on the part of the purchaser) all the attendances and correspondence arising out of the purchase. All the foregoing business is covered by 'the scale fee,' whether the sale or purchase takes place in court or out of court. The additional work created by the intervention of the court consists of the preparation of two or three affidavits, and of a chief clerk's certificate, a few attendances on the chief clerk, the drawing up of one or more orders, and (in the case of a sale) of an advertisement in the *London Gazette*. For this extra work the fees prescribed by the R. S. C., 1883, are allowed. I cannot see any reason why the intervention of the court should operate to deprive a vendor or purchaser of the great benefit which results from the application of 'the scale,' and 'the scale' applying (*Stanford v. Roberts*, and *Fleming v. Hardcastle*) to sales and purchases effected in the course of an administration action or other similar proceeding. I am unable to draw a distinction between the ordinary case and a case in which, as in the present, the purchase sanctioned by the court has to be completed out of a fund paid into court under the Lands Clauses Consolidation Act. It is to be observed that, should the decision in *Stanford v. Roberts* be overruled, 'the scale' will cease to be applicable to leases of property under administration by the court, so that, whenever a lease is granted with the approval of the court, the costs will, instead of being a gross sum easily ascertainable in advance (a matter of no small moment to the lessee, upon whom the costs generally fall), consist of a series of charges in detail, increased by the operation of the 2nd schedule to the Remuneration Order. The result will be that the costs of a lease granted by the court will, in the majority of cases, greatly exceed the cost of a lease of property of the same rental value not administered by the court, the work done (exclusive of the attendances on the chief clerk, and the preparation of affidavits, certificate, &c., the costs of which are costs in the action and not paid by the lessee) being the same in both cases." On the appeal it was urged that the decision in *Stanford v. Roberts* was wrong, and that the qualification in section 2 of the Order, "not being business in any action, &c.," applies to all that is mentioned before, and not merely to "other business." As to rule 11, it was contended, that, when the purchase-money of land, taken under the Lands Clauses Consolidation Act, is re-invested, the re-investment is really part of the original transaction—the sale to the company; that the sale and the re-investment form one entire transaction, and that the purchaser for re-investment is really, as regards the company, still a vendor within the meaning of rule 11. As to the third objection, it was urged that the scale fee was fixed with regard to the amount of the solicitor's responsibility, and that, when there is a reference to chambers as to title, the solicitor of the purchaser is relieved of responsibility altogether, or, at any rate, has a very small amount of responsibility. The court (CORRON, LINDLEY, and FRY, L.J.J.) affirmed the decision. CORRON, L.J., was of opinion that the exception contained in rule 11 of sales under the Lands Clauses Consolidation Act did not apply. This was a purchase, not a sale, and if it had been intended to include, not only the original sale, but also the re-investment, the rule would have said so. As to the question whether the scale fee applied to conveyancing business in any action, or transacted in any court, or in chambers, no doubt there was a little obscurity in the Order. But, from section 2 of the Act, it was pretty plain that only contentious business was intended to be excepted. His lordship was of opinion that the exception in the Order of "business in any action, &c.," applied only to the "other business" previously mentioned, and not to any conveyancing business. The more difficult point was the third objection, which arose upon the construction of the words in part 1 of the schedule, which prescribed the nature of the work for which the scale fee was to be charged. In order to entitle the solicitor to the fee, the solicitor must have really done the things which were mentioned in the schedule. If he had done some only of the things, he was not entitled to the fee which was to be charged for all, not some. The question was whether, in the present case, the purchaser's solicitor could be said to have "investigated the title" within the meaning of the schedule. On that point their lordships had felt considerable doubt. They had derived great assistance from the reasons given by the taxing master, with regard to which he had consulted the other taxing masters, and from one of the chief clerks whom their lordships had consulted. No doubt the amount of the responsibility of the solicitor was an element in fixing the fee, and there was considerable weight in the objection that, where an inquiry as to title was directed in chambers, the solicitor had not the same amount of responsibility as in an ordinary case, because he acted under the direction of the judge in chambers. But it appeared that the solicitor really did everything which he would have to do if the matter was not in court, though he had not the same amount of responsibility. As, therefore, he did the same work, and the case came exactly within the words of the schedule, his lordship thought that the solicitor was entitled to the fee. He must investigate the title in order to lay the matter properly before the judge in chambers. Though his responsibility was not the same as if he was not acting under the direction or control of the judge, he came within the words of the schedule, and there was no such inconvenience as would justify the court in saying that the schedule did not apply. On the contrary, as the taxing master had pointed out, there were some conveniences resulting from the application of the schedule.

LINDLEY, L.J., was of the same opinion. He thought that the words of the schedule were as applicable to the one kind of business as to the other. He thought that the difference in the amount of the solicitor's responsibility ought not to make any difference in the construction of the schedule. It was framed by persons who knew perfectly well what they were about, and whose duty it was, under section 4 of the Act, to take into account the responsibility of the solicitor. There was no trace in the schedule of any distinction between the amount of the solicitor's responsibility, as, for instance, between the case of a solicitor who was acting for an eminent conveyancer, and referred a question of law to his client, and the case of a solicitor who was acting for an ordinary layman. His lordship thought that the solicitor's work in the case of a sale or purchase in court was at least as arduous as in the case of an ordinary sale or purchase. There was no reason to suppose that the solicitor was better paid in the former case than in the latter; his lordship suspected that he was not. FRY, L.J., was entirely of the same opinion. He had felt considerable doubt whether a solicitor who assisted the chief clerk or the judge in chambers in answering an inquiry as to title was entitled to the scale fee for "investigating the title," &c. But, on consideration, it appeared to his lordship that, before the solicitor could give that assistance, he must have investigated the title. His lordship relied also on the statement of the taxing master, and of the chief clerk who had been consulted, that the course of business was the same in the case of a sale in court as in any other sale, with the exception that the conveyancing counsel of the court was employed instead of another conveyancer. It was true that the responsibility of the solicitor was somewhat less. But the court ought not to draw fine distinctions as to the amount of the solicitor's responsibility. The decision at which the court had arrived was in accordance, not only with the language of the schedule, but with the course of business and the convenience of solicitors and their clients.—COUNSEL, W. Pearson, Q.C., and F. Pownall; Maughan, Q.C., and Newton R. Smart; Rower, Q.C., and H. J. Hood. SOLICITORS, R. Ward; W. F. Fearn; A. G. Pearson.

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

(Before Lord COLERIDGE, C.J., and MATHEW, J.)

June 18.—In the Matter of Maughan, a Solicitor.

This case raised the question for the first time whether work done by an English solicitor in France was liable to taxation in England. The facts were these:—Messrs. Johnson & Co., London solicitors, conducting a case before the English courts, employed the late Mr. R. O. Maughan to prepare evidence and do work generally in France. Mr. Maughan, being an English solicitor, had resided and practised in France for thirty-five years. In this case he acted as foreign correspondent to the English solicitors. He had since died. Messrs. Johnson & Co. took out a summons to tax Mr. Maughan's bill of costs, which was opposed by the late Mr. Maughan's executors, on the ground that it was a foreign contract, and therefore not subject to the English law; that the 6 & 7 Vict. c. 73, s. 37, does not apply to work done in England when the contract is wholly made abroad.

W. O. Denchcott and W. H. Payne appeared for the executors against the application, urging that it was a French bill.

Bigham, Q.C., appeared for Messrs. Johnson & Co., and supported the application to have the bill taxed.

The Court called for the bill, and said that, as the solicitor was an English solicitor and employed by English subjects by a retainer sent from England, it must be taken that his bill was subject to taxation according to English law.

Ordered accordingly.—Times.

SOCIETIES.

GLoucestershire and Wiltshire Incorporated Law Society.

The annual general meeting of this society was held at the Royal Station Hotel, Swindon, on Thursday, June 18, Mr. Ellitt (Cirencester), the president, in the chair. There were present Mr. Whitcombe, Mr. Taynton, Mr. R. S. Helpa, Mr. A. S. Helpa, and Mr. E. W. Coren, honorary secretary (Gloucester), Mr. W. Warman, Mr. F. Winterbotham, Mr. A. J. Morton Bell, and Mr. R. H. Smith (Stroud), Mr. Tudway (Cirencester), Mr. W. S. Jones and Mr. Forrester (Malmsbury), Mr. Roger (Tetbury), Mr. Kinneir, Mr. Tombs, Mr. Barns, and Mr. Baker (Swindon), Mr. R. W. Merriman (Marlborough), Mr. Bevir (Wootton Bassett), Mr. Wintle and Mr. Carter (Newnham), Mr. G. B. Smith (Nailsworth), &c. The report of the committee and statement of accounts were, on the motion of the president, seconded by Mr. M. F. Carter (Newnham), received and adopted. Grants to the amount of £50 were made to a widow and daughter of deceased solicitors. Nine new members were elected. The society's subscription of thirty guineas to the Gloucestershire Law Library was renewed, as was also the subscription to the Associated Law Societies. Mr. R. G. Francis, of Stow-on-the-Wold, was elected vice-president for the ensuing year, and the committee were re-elected. The proceedings terminated with votes of thanks to the president and committee. In the evening the usual annual dinner of the society took place.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' CONGRESS.

A congress of law students from different parts of the country was held on the 18th, 19th, and 20th insts., in Clement's Inn Hall. Mr. Bateman Napier presided, and the delegates present were stated to represent upwards of 4,000 law students. On the 18th inst., Mr. Charles Ford, solicitor, of London, read a paper on "The Future of the Profession," in which he advocated the amalgamation of its two branches, an equal distribution of honours and distinctions to each, and the abolition of the present scale of costs, which encourages the solicitor to employ the barrister. He also desired to see the establishment of district courts and a law university, through which every student would have to pass and which, spreading its branches through the Empire, should furnish a means of legal education in keeping with public requirements, and thus by exalting the profession make it more worthy of the confidence of the people. This paper led to a motion by Mr. S. F. Goodall—"That the amalgamation of both branches of the profession is desirable." In moving it he said that, in his opinion, solicitors would lose nothing from amalgamation in point of remuneration, while at the same time the public would be large gainers, as they at present had to pay two lawyers instead of one, though both were, practically speaking, qualified to fight or defend a case without the other's aid. A long and closely-contested discussion followed upon this motion, which finally resulted in its defeat by a majority of ten dissentients.

After a paper on "Law Students' Societies: Their Constitution, Objects, and Uses," by Mr. C. B. Wilson (Liverpool), it was resolved to establish a monthly Law Students' Magazine; and other more or less formal business having been transacted, the meeting adjourned until the evening.

At the evening gathering, Mr. C. F. Whitfield (Liverpool) presided. Mr. A. Smith (Birmingham), in reading a paper on "Lectures and Classes as a Means of Legal Education," blamed the system which at present obtained in the law classes of the town, of simply reading from text-books, which students could very well do for themselves. What the latter wanted was to learn something practical, which text-books either did not teach or only insufficiently explained, and not mere wordy and diffuse dissertations upon theoretical law. A discussion afterwards took place on a motion as to the necessity for establishing a Law University. It was pointed out by Mr. R. E. Branthwaite (Manchester) that the desirability of such an institution, where intending members of the profession should receive a preliminary legal training, had been affirmed both by a Select Committee of the House of Commons and a Royal Commission, while Earl Selborne had also always been a strenuous advocate of the scheme. The motion was eventually carried, and other business followed.

The conference was continued on the 19th inst. under the presidency of Mr. A. H. Coley, of Birmingham. A paper was read on "The Present System of Examinations of Articled Clerks," by Mr. A. S. Tratman (Bristol), and discussions took place on the following motions:—"That the entrance to the profession should be by passing the London Matriculation Examination, or some examination equivalent thereto." "That distinctions should be awarded at the intermediate, and that the names of the second and third class honours men should be arranged in order of merit." "That in setting the final examination questions, less importance should be given to mere points of practice, and that more attention should be paid to legal principles."

The members dined at the Holborn Restaurant in the evening.

On the 20th inst. the conference was resumed under the presidency of Mr. D. Stewart Smith. A paper was read on "The Position and Prospects of Articled Clerks," by Mr. Charles Kains-Jackson, and discussions held on the following motions:—"That the system whereby paid clerks can obtain articles is detrimental to the *status* and credit of the profession." "That the interests of articled clerks should be consulted in the expenditure of the fees and subscriptions paid by them to the Incorporated Law Society." "That articles should be shortened by one year." "That a two years' interval between practising as a solicitor and proceeding to the bar should be no longer required."

LAW STUDENTS' DEBATING SOCIETY.

The members of this society held their annual dinner at the Holborn Restaurant on Tuesday, the 16th of June. In the unavoidable absence of Mr. H. H. Fowler, M.P., a past member of the society, Mr. W. D. I. Foulkes, Mr. H. F. Church, Mr. Shireess Will, Q.C., Mr. C. J. Cross, and others. The following toasts were duly honoured: "The Queen and the Royal Family," proposed by the chairman; "The Army, Navy, and Reserve Forces," proposed by the chairman, and responded to by Mr. H. F. Church and Mr. D. Stewart Smith; "The Law Students' Debating Society," proposed by the chairman; "The Bench and Bar," proposed by Mr. A. M. Ellis, and responded to by Mr. Shireess Will, Q.C., and Mr. Swinfen Eady; "The Incorporated Law Society," proposed by Mr. W. D. I. Foulkes, and responded to by Mr. Joseph Addison; "The Old Members," proposed by Mr. T. B. Napier, and responded to by Mr. W. H. Herbert; "The Visitors," proposed by Mr. W. Lloyd Jones, and responded to by Mr. C. J. Cross. The speeches were interspersed with songs and recitations, and a very pleasant evening was passed. Seventy-one members and guests attended the dinner, and the proceedings terminated with a vote of thanks to the chairman, whose health was proposed by Mr. J. W. Howlett, and drunk with musical honours.

THE BANKRUPTCY ACT, 1883.

The registrar of a county court in the Midland district, who had written to the Board of Trade suggesting that "private arrangements" outside the sphere of the Bankruptcy Act should be prohibited by Act of Parliament, has received the following reply:—

"Board of Trade, Bankruptcy Department, June 15, 1885.

"Sir.—I am directed to acknowledge the receipt of your letter of the 2nd inst. addressed to the President of the Board of Trade in regard to the number of private arrangements in your district, and to thank you for calling his attention to the same. I am to point out, however, that the practice of calling private meetings and making private arrangements outside the sphere of the Bankruptcy Act is by no means a new one, and that in all the leading retail trades it has been practised for many years. As a matter of fact, the Board of Trade have been unable to obtain any trustworthy evidence that (except in one or two special trades) the practice is materially on the increase.

"It is not likely that the Legislature will, by any amendment of the bankruptcy law or rules, attempt entirely to prevent private arrangements. The question of requiring them to be registered will, it would seem, shortly be brought before Parliament.

"It is hardly necessary to point out that the bankruptcy laws are primarily intended for "the relief of insolvent debtors," who are unable otherwise to arrange for the discharge of their liabilities; but where a debtor and his creditors mutually and unanimously agree as to the terms on which the debtor's obligations are to be cancelled, it does not appear to be consistent with public policy to interfere with their freedom of action by force of law. What the Board of Trade deem to be essential, and what they believe to have been secured by the action of the present Bankruptcy Act, is—first, that the benefit of the bankruptcy laws shall only be afforded in cases where a full and impartial investigation of all the circumstances takes place; and, second, that, except under these conditions, no creditor shall be compelled to accept less than the full amount of his debt by the action of any majority of creditors whatsoever.

"I am directed to add that the subject of the scale of costs for necessary legal work is at present under consideration by the proper authorities, and it is hoped that the matter may shortly be dealt with in a satisfactory manner.

"I am, Sir, your obedient servant,
"JOHN SMITH, Inspector-General in Bankruptcy."

LEGAL APPOINTMENTS.

Sir HARDINGE STANLEY GIFFARD, Q.C., M.P., who has been appointed Lord High Chancellor of England, is the third son of Mr. Stanley Lee Giffard, barrister, and was born in 1825. He was educated at Merton College, Oxford, and was called to the bar at the Inner Temple in Hilary Term, 1850. He formerly practised on the South Wales and Chester Circuit, and he was for several years junior counsel to the Treasury at the Central Criminal Court. He became a Queen's Counsel in 1865, and he has been M.P. for Launceston in the Conservative interest since 1877. He was appointed Solicitor-General in November, 1875, when he received the honour of knighthood, but he retired from office in 1880. He is chairman of quarter sessions for Carmarthenshire, constable of Launceston Castle, and a bencher of the Inner Temple, of which society he was treasurer in 1881.

The Right Hon. EDWARD GIBSON, LL.D., Q.C., M.P., who has been appointed Lord High Chancellor of Ireland, is the son of Mr. William Gibson, of Dublin, and was born in 1837. He was educated at Trinity College, Dublin, where he graduated B.A. in 1858, M.A. in 1861, and LL.D. in 1881, and he was called to the bar in Ireland in 1860. He formerly practised on the Leinster Circuit, and he became a Queen's Counsel in 1872. He was elected M.P. for the University of Dublin in the Conservative interest in 1875, and he was Attorney-General for Ireland from 1877 till 1880.

The Right Hon. Sir RICHARD ASHETON CROSS, G.C.B., M.P., who has been appointed Secretary of State for the Home Department, is the eldest son of Mr. James Cross, of Preston, and was born in 1823. He was educated at Rugby, and at Trinity College, Cambridge, where he graduated as a senior optime in 1846. He was called to the bar at the Inner Temple in Trinity Term, 1849, and he formerly practised on the Northern Circuit. He was M.P. for Preston in the Conservative interest from 1857 till 1862, and he has been M.P. for South-West Lancashire since 1868. He was appointed Secretary of State for the Home Department in 1874, when he was sworn in as a Privy Councillor, and he was created a Civil Knight Grand Cross of the Order of the Bath on his retirement in 1880. Sir R. Cross is a bencher of the Inner Temple, a deputy-lieutenant for Lancashire, and a magistrate for that county and for Cheshire.

The Right Hon. GATHORNE HARDY, Viscount CRANBROOK, G.C.S.I., who has been appointed Lord President of the Council, is the third son of Mr. John Hardy, barrister, and was born in 1814. He was educated at Shrewsbury School, and at Oriel College, Oxford, where he graduated second class in classics in 1836. He was called to the bar at the Inner Temple in Easter Term, 1840, and he formerly practised on the Northern Circuit. He was M.P. for Leominster in the Conservative interest from

1857 till 1865, when he was returned for the University of Oxford. He was Under-Secretary of State for the Home Department from February, 1858, till June, 1859, and in June, 1866, he became President of the Poor Law Board, and was sworn a member of the Privy Council. He was Secretary of State for the Home Department from May, 1867, till December, 1868, Secretary of State for War from February, 1874, till March, 1878, and Secretary of State for India from March, 1878, till April, 1880. Lord Cranbrook was created a Knight Grand Cross of the Star of India in 1880, and he is a bencher of the Inner Temple, a magistrate and deputy-lieutenant for the West Riding of Yorkshire, and a magistrate for Kent. He was for several years chairman of the West Kent Quarter Sessions.

The Right Hon. DAVID ROBERT PLUNKET, Q.C., M.P., who has been appointed Chief Commissioner of Works and Public Buildings, is the third son of the third Lord Plunket, and was born in 1838. He was educated at Trinity College, Dublin, and was called to the bar in Ireland in 1862. He became a Queen's Counsel in 1868, and he was Law Adviser to the Lord-Lieutenant of Ireland from September till December, 1868, and Solicitor-General for Ireland from January, 1875, till March, 1877. Mr. Plunket was Paymaster-General for a few weeks in 1880, and he was sworn in as a Privy Councillor on his appointment to that office.

The Right Hon. ROBERT BOURKE, barrister, M.P., who has been appointed Under-Secretary of State for Foreign Affairs, is the third son of the fifth Earl of Mayo, and was born in 1827. He was educated at Trinity College, Dublin, and was called to the bar at the Inner Temple in Michaelmas Term, 1852. He formerly practised on the South-Eastern Circuit, and at the Parliamentary Bar, and he was for several years junior counsel to the Attorney-General in cases under the Legitimacy Declaration Act. Mr. Bourke is the author of a work on Parliamentary Precedents. He has been M.P. for Lynn in the Conservative interest since 1868, and he was Under-Secretary of State for Foreign Affairs from 1874 till 1880, when he was sworn in as a member of the Privy Council.

The Right Hon. Sir STAFFORD HENRY NORTHCOTE, Bart., G.C.B., M.P., has been appointed First Lord of the Treasury, and has been created Earl of Iddesleigh and Viscount St. Cyr. Lord Iddesleigh is the eldest son of Mr. Henry Stafford Northcote. He was born in 1818, and succeeded to the baronetcy on his grandfather's death in 1851. He was educated at Eton, and he was formerly scholar of Balliol College, Oxford, where he graduated first class in classics and third class in mathematics in 1839, and he was called to the bar at the Inner Temple in Michaelmas Term, 1847. He was private secretary to Mr. Gladstone when President of the Board of Trade, and he was a short time Legal Secretary to the Board of Trade. He was one of the secretaries to the Commissioners of the Exhibition of 1851, and he was a member of the Joint Commission on *The Alabama Treaty*. He was M.P. for Dudley in the Conservative interest from 1855 till 1857, and for Stamford from 1858 till 1866, when he was returned for North Devonshire. He was Financial Secretary to the Treasury from January till July, 1859, President of the Board of Trade from June, 1866, till March, 1867, Secretary of State for India from March, 1867, till December, 1868, and Chancellor of the Exchequer from 1874 till 1880. Lord Iddesleigh is a magistrate and deputy lieutenant for Devonshire.

The Hon. EDWARD STANHOPE, barrister, M.P., who has been appointed Vice-President of the Committee of the Privy Council on Education, and has been sworn in as a member of the Privy Council, is the second son of the fifth Earl Stanhope, and was born in 1840. He was educated at Harrow and at Christ Church, Oxford, where he graduated B.A. in 1862, and he was afterwards elected a fellow of All Souls' College. He was called to the bar at the Inner Temple in Easter Term, 1865, and he formerly practised on the Home Circuit and at the Kent Sessions. Mr. Stanhope acted as an assistant commissioner on the Employment of Women and Children in Agriculture, and he has been M.P. for Mid-Lincolnshire in the Conservative interest since 1874. He was Secretary to the Board of Trade from November, 1875, till April, 1878, and Under-Secretary of State for India from April, 1878, till April, 1880.

Mr. CECIL BRAY, solicitor (of the firm of Cecil Bray & Peter), of Holsworthy and Stratton, has been appointed Clerk to the Holsworthy Local Board. Mr. Bray was admitted a solicitor in 1856.

Mr. FRANK JAMES, junior, of Merthyr Tydvil and Aberdare, has been appointed Assistant Clerk to the Merthyr Tydvil Board of Guardians. Mr. James was admitted a solicitor in 1884.

Mr. CHARLES LUXMOORE HOCKIN, solicitor, of Dartmouth, Kingswear, and Brixham, has been appointed Poor Law Auditor for the Durham District. Mr. Hockin was admitted a solicitor in 1879.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 19.—*Bills Read a Second Time.*

PRIVATE BILLS.—Selby and Mid-Yorkshire Union Railway; Great Western Railway; Bawtry and Trent Railway and Dock; Lynton Railway; Lower Thames Valley Main Sewerage; Skegness Chapel, St. Leonard's, and Alford Tramways; Manchester, Middleton, and District Tramways; Liverpool Improvement; Metropolitan Outer Circle Railway;

Metropolitan Board of Works; North British Railway; Worcester and Broom Railway; Weston-super-Mare, Clevedon, and Portishead Tramways; Scarborough, Bridlington, and West Riding Junction Railways.

Bills Read a Third Time.

PRIVATE BILLS.—Lincoln Corporation Gas Purchase; Barrington's Hospital; Llangammarch and Neath and Brecon Junction Railway; London Riverside Fish Market (Extension of Time); Woking Water and Gas.

June 23.—*Bill Read a Second Time.*

Yorkshire Registrars.

Bills Read a Third Time.

PRIVATE BILLS.—Southwark and Vauxhall Water; Southport and Cheshire Lines Extension Railway; London, Brighton, and South Coast Railway (Various Powers); Isle of Axholme Railway; Hull, Barnsley, and West Riding Junction Railway and Dock; Lydd Railway; London, Tilbury, and Southend Railway; Rhondda and Swansea Bay Railway; Didcot, Newbury, and Southampton Railway; Brentford and District Tramways; Manchester, Sheffield, and Lincolnshire Railway. Burial Boards (Contested Elections).

HOUSE OF COMMONS.

June 19.—*Bills Read a Second Time.*

PRIVATE BILLS.—Selby Dam Drainage; Taff Vale Railway.

Bills Read a Third Time.

PRIVATE BILLS.—Liverpool Cathedral; Ward's City of London School for Girls; Colne Valley and Halstead Railway; Bootle-cum-Linacre (Fraudulent Bonds).

June 23.—*Bill Read a Second Time.*

PRIVATE BILL.—North London Railway.

Bills Read a Third Time.

PRIVATE BILLS.—Corporation of London (Tower Bridge); Hastings Corporation.

We are requested to state that, by order of the Master of the Library, the Library of Gray's Inn will in future be open every week day during the month of September, except Saturdays, from ten a.m. to two p.m.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT		APPEAL COURT		V. C. BACON.	Mr. Justice KAY.
	No. 1.	No. 2.	Mr. Carrington	Mr. King		
Mon., June 22	Mr. Jackson	Mr. Ward	Mr. Carrington	Mr. King		
Tuesday	20	Carrington	Pemberton	Jackson		
Wed., July 1	Pugh	Ward	Carrington	King		
Thursday	2	Lavie	Pemberton	Jackson		
Friday	3	Beal	Ward	Carrington		
Saturday	4	Leach	Pemberton	Jackson		
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PRASER.		
Monday, June	22	Mr. Clowes	Mr. Lavie	Mr. Leach		
Tuesday	30	Koe	Pugh	Beal		
Wednesday, July	1	Clowes	Lavie	Leach		
Thursday	2	Koe	Pugh	Beal		
Friday	3	Clowes	Lavie	Leach		
Saturday	4	Koe	Pugh	Beal		

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GENERAL PRINTING BLOCK COMPANY, LIMITED.—By an order made by Bacon, V.C., dated June 8, it was ordered that the voluntary winding up of the company be continued. Allen and Son, Carlisle st, Soho sq., solicitors for the petitioner.

MILLERS DALE AND ASHWYD DALE LIME COMPANY, BUXTON, LIMITED.—By an order made by Bacon, V.C., dated June 8, it was ordered that the voluntary winding up of the company be continued. Pritchard and Co., Trinity lane, agents for Boote and Edgar, Manchester, solicitors for the petitioner.

SOUTH AUSTRALIAN COFFEE MINES, LIMITED.—Chitty, J., has by an order, dated May 8, appointed Henry Kendrick, 10, Pancras lane, to be official Liquidator.

[Gazette, June 19.]

AMICABLE FIRE OFFICE, LIMITED.—By an order made by Chitty, J., dated June 12, it was ordered that the office be wound up. Field and Co., Lincoln's Inn fields, agents for Sharpen and Co., Liverpool, solicitors for the petitioner.

CALORIC ENGINE AND SIREN FOG SIGNALS COMPANY, LIMITED.—Kay, J., has by an order, dated May 21, appointed William Cotton, 28, Ampthill sq, and Charles Hight, 3, Copthall bridge, to be official Liquidators.

LACTINA MANUFACTURING COMPANY, LIMITED.—By an order made by Pearson, J., dated June 12, it was ordered that the company be wound up. Clarke and Co., Lincoln's Inn fields, solicitors for the petitioner.

MIDDLESEX AND COUNTY LAND AND BUILDING COMPANY, LIMITED.—By an order made by Kay, J., dated June 12, it was ordered that the company be wound up. Hall, New inn, Strand, solicitor for the petitioner.

PROGRESSIVE INVESTMENT AND BUILDING SOCIETY, LIMITED.—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st.

Thursday, Aug 6, at 11, is appointed for hearing and adjudicating upon the debts and claims.

WHITING AND COMPANY, LIMITED.—Petition for winding up, presented June 22, directed to be heard before Kay, J., on Saturday, July 4. Digby and Liddle, Circus pl, Finsbury circus, solicitors for the petitioners.

[Gazette, June 23.]

FRIENDLY SOCIETIES DISSOLVED.

BUTTERFLY SICK AND BURIAL SOCIETY, 18, Marylebone, Liverpool. June 15.

FRIENDLY SOCIETY, Saracen's Head Inn, King's Norton, Worcester. June 15.

[Gazette, June 19.]

GOOD INTENT LODGE, GRAND UNITED ORDER OF ODD FELLOWS FRIENDLY SOCIETY, Falcon Inn, Woore, Salop. June 16.

[Gazette, June 23.]

SUSPENDED FOR THREE MONTHS.

MARGARET HANNAH FRIENDLY SOCIETY, Tredegar Arms, Rhymney, Monmouth. June 19.

SOWERBY CHURCH SUNDAY SCHOOL SICK AND FUNERAL SOCIETY, Sowerby Church, Sowerby, Halifax. June 19.

[Gazette, June 23.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

BALLARD, JAMES SIMPSON, Verlands, nr Cowbridge, Glamorgan, Ironmonger. July 10.

LOVELL V FORESTER, Chitty, J., Stockwood, Cowbridge.

KNOWLES, JOHN, Manchester, Architect. July 14. Bell v Cooper, Registrar Manchester District. Cooper and Sons, Manchester.

NEWMAN, EDWIN, Yeovil, Somerset, Solicitor. July 11. Newman v Newman.

PEARSON, J. GOULD, Clement's inn, Strand.

PRINCE, THOMAS, Cheadle, Manchester, Gent. July 10. Hulme v Wainwright, Registrar Manchester District. Chev and Sons, Manchester.

[Gazette, June 16.]

BUNYARD, JAMES, Maidstone. July 17. Gilbert v Bunyard, Chitty, J., Monckton, Maidstone.

HERST, ELIZABETH ELLIOT, Gressingham, Lancaster, and GRACE BRENNAND, Gressingham. July 18. Newhouse v Lamb, Bacon, V.C. Barlow, Accrington.

MAYOR, JOHN, Preston, Innkeeper. July 8. Killett v Mayor, Registrar, Preston.

CLARKE, PRESTON.

[Gazette, June 19.]

BOULTON, ROBERT GEORGE, Beverley, York, Esq. M.D. July 17. Pease v Boulton, Chitty, J., Mills, Beverley.

BRITTON, WILLIAM, Sapcote, Leicester, Schoolmaster. July 9. Britton v Britton, Registrar, Leicester.

[Gazette, June 23.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

ALLGOOD, LANCELOT JOHN HUNTER, Nunwick, Northumberland, Esq. July 15.

CLAYTON AND GIBSON, Newcastle upon Tyne.

BENWELL, CAROLINE JANE, St Leonards on Sea. July 15. Saxelby and Faulkner, Ironmonger lane.

BLAMSHARD, DAN, Market Weighton, York, Butcher. June 20. Usher, Market Weighton.

BOARDLEY, WILLIAM, Salford, Lancaster, Engraver. July 4. Needham and Co., Manchester.

BOWMAN, GEORGE, York, Gent. Aug 6. Nicholson, York.

BUTLER, THOMAS, Elm st, Clerkenwell, General Smith. July 22. Nicholls, Lincoln's Inn fields.

EDMESTON, ARCHIBALD, Lower Broughton, Salford, Mechanical Engineer. July 31. Earle and Co., Manchester.

ELLIOTT, WILLIAM, Cheltenham, Gent. July 6. Brydges and Mellersh, Cheltenham.

FROUD, RICHARD, Longham, Dorset, Farmer. July 14. Tanner, Wimborne Minster.

GIRLING, FREDERICK, Beccles, Suffolk, Gent. July 18. Daniel and Son, Ipswich.

GREGORY, HENRY LEWIS, Liverpool, Solicitor. July 11. Gregory and Leslie, Liverpool.

HEWLETT, THOMAS, Gloucester, Gardener. July 14. (Champney and Long, Gloucester).

HOPKINS, FREDERICK LYON, Boston, Lincoln, Esq. June 20. Rice and Co., Boston.

HUDSON, JOHN, Liverpool, Tobacconist. July 22. Cummins, Liverpool.

HUNTER, REV. ALEXANDER, Tamworth, Warwick, Clerk. Aug. 1. Smythe, Birmingham.

HYDE, THOMAS VAISSEY, Boyson rd, Walworth, Publican. July 13. Chester, Newington Butts.

JONES, REV RICHARD, Hirnant, Montgomery, Clerk. July 20. Pughe, Llanfyllin.

MANN, PETER CAMPBELL, Seasham Harbour, Durham, Esq. July 15. Wright, Seasham Harbour.

MARSHALL, WILLIAM EBESKINE, East India avenue. July 18. Stibbard and Co., Leadenhall st.

MARTIN, HENRY DUNKESTON, Endcliff, Cheltenham. Aug 4. Winterbotham and Co., Cheltenham.

MEREDITH, WILLIAM, Hayter rd, Brixton, Gent. July 24. Marsh, Fen et, Fen-church st.

MOST, JAMES, Bolton, Lancashire. Beerseller. July 12. Baishaw, Bolton.

OMSTEDRICH, CONSTANTINE, St Petersburg, Russia, Nobleman. July 22. Crump and Son, Philpot lane.

PAGE, LUCRETIA CATHERINE, Tachbrook st, Pimlico. Aug 1. Lockyer, Gresham bridge.

PATRICKSON, WILLIAM, Richmond, Surrey, Gent. July 21. Withall and Co., St George st, Westminster.

PICKETT, MARIA, Mallow, Cork. Aug 11. Daniel, Ramsgate.

ROBERTS, MARGARET, Ashton in Makerfield, Lancaster. July 10. Heald and Sons, Wigan.

SAUNDIN, MARK ANTHONY, Orlleton, Pembroke, Esq. July 31. Gilbertson, Pembroke.

SMITH, REV JOHN THOMAS HENRY, Duston, Northampton, Clerk. July 31. Smith, Northampton.

SMITH, JOHN WILLIAM, Kingston upon Hull, Shipowner. Aug 10. Jackson, Hull.

SMITH, STEPHEN, Little Sodbury, Gloucester, Farmer. July 8. Scott, Berkeley Stone.

STONE, ROBERT, Giggall pl, Poplar, Wharfinger. July 18. Marsh, Fen et.

TAYLOR, WILLIAM, Churchill, Oxford, Farmer. Aug 1. Wilkins, Chipping Norton.

THOMPSON, WILLIAM, Liverpool, Retired Surveyor. July 24. Quiggin, Liverpool.

WHITAKER, FREDERICK HOWARD, Hyde, Chester. July 11. Hervey and Co., Hyde.

WHINNOL, MARY ADA HUGHES, Laugharne, Carmarthen. July 17. Leslie and Hardy, Bedf ord row.

[Gazette, June 16.]

ALLAN, JOSEPH, Gillingham st, Pimlico. July 11. Tyerman, Cullum st.

BIGGS, JOHN, Markfield, Leicester, Farmer. August 1. Miles and Co, Leicester
COOPER, WILLIAM, Swaton, Lincoln, Innkeeper. July 3. Smith and Co,
Horbling
CUREON, Hon ERNEST GEORGE, Shorncliffe, Kent, Colonel. July 8. Parkin and
Woodhouse, New sq, Lincoln's inn
DANEY, REUBEN, Nottingham, Millwright. July 20. Gear and Co, Lincoln's
inn fields
DEE, LOUIS, Sherwood st, Golden sq, Wholesale Jeweller. July 20. Cooper and
Walker, Birchin lane
DERBYSHIRE, ELIZABETH, Patricroft, Lancashire. July 20. Arnold, Birmingham
EDEN, JOHN, Beamish pk, Durham, Esq. July 20. Dees and Thompson, New-
castle upon Tyne
ELLIS, BENJAMIN, Loughborough rd, Brixton. Aug 15. Morgan and Co,
Furnival's inn
FROST, GEORGE BENTINCK, Newcastle upon Tyne, Wireworker. July 31. Robert
Brown, Newcastle upon Tyne
GARNER, EMMA, Stoke upon Trent. Aug 20. Bishop, Hanley
GOODERHAM, ELIZABETH, Fulham rd, Brompton. July 23. Mackeson and Co,
Lincoln's inn fields
HAMPTON, WILLIAM, Chesterfield, Cork Merchant. July 20. Gration and
Marsden, Chesterfield
HARROFF, EDWARD BOUCHEE, Dalby Hall, nr Melton Mowbray, Esq. July 21.
Lake and Co, New sq, Lincoln's inn
HOUGHTON, JAMES CARTER, Devonshire pl. Aug 1. Lowless and Co, Martin's
lane, Cannon st
HYDE, THOMAS VASEY, Boyson rd, Walworth, Publican. July 20. Chester,
Newington Butts
MAKING, WILLIAM WESTROP, Lavenham, Suffolk, Farmer. Aug 18. Andrewes
and Co, Sudbury, Suffolk
MARSHALL, HENRY THOMAS, Park rd, Hornsey. Aug 1. Robins, Pancras lane
MAW, CORNWELL, Crowle, Lincoln, Gent. July 21. Burtonshaw, Crowle
PURSER, HENRY, Cambridge, Licensed Victualler. Sept 29. Whitehead, Cam-
bridge
RHODES, WILLIAM, Hooton Roberts, York, Gent. Aug 1. Branson and Co
RUST, GEORGE JOHN, Braintree, Essex. Aug 1. Stevens and Co, Witham
SMITH, JAMES, Aston, Warwick, Licensed Victualler. July 30. Blewitt, Bir-
mingham
STURTON, JOHN, Dogsthorpe, nr Peterborough, Gent. Aug 12. Fitz Payne,
Lancaster rd
THOMPSON, JOSEPH, Liverpool. July 31. Payne and Frodsham, Liverpool
WATKINS, FRANK GEORGE, Kennington rd, Ironmonger. July 15. Carr, Mincing
Lane
WATKINSON, CATHERINE, Earl's Colne, Essex. Sept 1. Harris and Morton,
Halstead
WEBSTER, MARTHA, Sheffield. Aug 1. Branson and Co, Sheffield

[Gazette, June 19.]

SALES OF ENSUING WEEK.

June 30.—Messrs. DEENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart,
at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 6, p. 6).
June 30.—Messrs. FOSTER, at the Mart, at 1 for 2 p.m., Freehold Properties and
Ground-rents (see advertisement, June 20, p. 2).
June 30.—Mr. WALTER KNIGHT, at the Masons' Hall, at 1 p.m., Leasehold
Properties (see advertisement, this week, p. 4).
July 1.—Messrs. EDWIN FOX & BOYFIELD, at the Mart, at 2 p.m., Freehold
Property and Reversion (see advertisement, this week, p. 4).
July 1.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2 p.m., Free-
hold Property (see advertisement, June 6, p. 1).
July 1.—Messrs. WEATHERALE & GREEN, at the Mart, at 1 p.m., Freehold Prem-
ises (see advertisement, June 20, p. 3).
July 2.—Messrs. BEAN, BURNETT, & ELDREDGE, at the Mart, at 2 p.m., Freehold
Property (see advertisement, June 6, p. 3).
July 2.—Messrs. NORTON, TRIST, WATNEY, & CO., at the Mart, Freehold Proper-
ties (see advertisement, June 6, p. 3).
July 2.—Messrs. WALTON & LEE, at the Mart, at 2 p.m., Freehold Estate (see
advertisement, June 6, p. 6).
July 3.—Messrs. HUMBERT, SON, & FLINT, at the Mart, at 2 p.m., Reversion, &c.
(see advertisement, June 20, p. 3).
July 3.—Messrs. DANIEL SMITH, SON, & OAKLEY, at Lincoln, at 3 p.m., Freehold
Estate (see advertisement, June 6, p. 1).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BIGGS.—June 10, at North Lodge, Harrow-on-the-Hill, the wife of Russell H.
W. Biggs, barrister-at-law, of a daughter.
BUTLER.—June 14, at Julian-hill, Harrow, the wife of Spencer Perceval Butler,
barrister, of a son, who survived his birth two days.
FRENCH.—June 22, at 11, Stafford-terrace, the wife of D. French, barrister-at-law,
of a son.
GILL.—June 23, at 74, Lexham-gardens, Cromwell-road, the wife of Robert T.
Gill, barrister-at-law, of a son.
JONES.—June 19, at 21, Somerset-street, Portman-square, W., the wife of T.
Babington Jones, solicitor, Cardiff, of a daughter.
SPACKMAN.—April 27, at Christchurch, New Zealand, the wife of W. H. Spack-
man, barrister-at-law, of a daughter.
SMITH.—June 7, at 47, Castle-street, Edinburgh, the wife of William Charles
Smith, advocate, of a son.

MARRIAGES.

ELCHES.—ORMSTON.—June 10, at Ash Church, James Meymott Elches, solicitor,
Whitchurch, Salop, to Alice Joan, daughter of the late Walter Ormiston, of
Ash Grove.
PALMER—STIMPHENSON.—June 23, at West Hartlepool, Charles J. Palmer, solicitor,
to Emilie, daughter of George Stephenson, of West Hartlepool.
PERCIVAL—BAILEY.—June 6, at St. John's, Newfoundland, Thomas Miers
Percival, of Worcester, solicitor, to Margaret Georgina McLean Balfour,
daughter of the late James Bower Balfour, R.N.
DEATHS.

COODE.—June 15, at Tresdithick, Feock, Cornwall, Walter Coode, barrister-at-law,
Lincoln's-inn, aged 46.
DAVIS.—June 10, at Oakley-square, Walter Edward Davis, late of Coventry,
aged 30.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED,
Under the Bankruptcy Act, 1869,
TUESDAY, June 23, 1885.

Evans, Peter, Liverpool, Engineer, Dec 16, 1881.

THE BANKRUPTCY ACT, 1869.
FRIDAY, June 19, 1885.
RECEIVING ORDERS.

Armitage, Alfred, Anfield, Lancashire, Tailor. Liverpool. Pet June 2. Ord
June 16. Exam June 29 at 11.30 at Court house, Government bldg, Victoria
st, Liverpool
Armitage, Enoch, Liverpool, Musician. Liverpool. Pet June 2. Ord June 16.
Exam June 29 at 11.30 at Court house, Government bldg, Victoria st, Liver-
pool
Benedict, James George, Waltham Abbey, Essex, Grocer. Edmonton. Pet June
15. Ord June 16. Exam July 10 at 1 at Court house, Edmonton
Blest, David, Swindon, nr Dudley, Beerhouse Keeper. Wolverhampton. Pet
June 13. Ord June 15. Exam July 13
Briley, Frederick John, Birmingham, Builder. Birmingham. Pet June 16. Ord
June 16. Exam July 30 at 2
Bryant, John, Merthyr Tydfil, Skinner. Merthyr Tydfil. Pet June 17. Ord
June 17. Exam July 3
Charity, Alfred, Nottingham, Manager to Licensed Victualler. Nottingham.
Pet June 16. Ord June 16. Exam July 21
Conway, George Alfred, Newport, Mon, Tinplate Maker. Newport, Mon. Pet
May 28. Ord June 17. Exam July 14 at 11
Cooke, Alfred Eugene, Liverpool, Circus Proprietor. Liverpool. Pet June 2.
Ord June 17. Exam June 29 at 11.30 at Court house, Government bldg, Victoria
st, Liverpool
Cooper, Thomas, Earlston, Lancashire, Watchmaker. Liverpool. Pet June
17. Ord June 17. June 29 at 12 at Court house, Government bldg, Victoria
st, Liverpool
Coasey, Edward, Mundham, Norfolk, Threshing Machine Owner. Gt Yarmouth.
Pet June 15. Ord June 15. Exam July 6 at 2.30 at Townhall, Gt Yarmouth
Cotes, Greville, Chiswick, Assistant to a Furnishing Draper. Brentford. Pet
June 16. Ord June 16. Exam July 7 at 2
Cross, Jemima, York villas, Northumberland pk, Tottenham, Widow. Edmon-
ton. Pet June 17. Ord June 17. Exam July 10 at 1 at Court house, Edmonton
Davis, William James, Roker, Durham, Optician. Sunderland. Pet June 15.
Ord June 15. Exam June 25
Duell, Alfred Ernest, Gt Grimsby, Lincolnshire, Boot Dealer. Gt Grimsby.
Pet June 15. Ord June 15. Exam July 8 at 11 at Townhall, Grimsby
Forbes, Frank, and Thomas Forbes, East st, Manchester sq. Ollerton. High
Court. Pet June 17. Ord June 17. Exam July 24 at 11 at 34, Lincoln's inn fields
Green, Joseph, Oswaldtwistle, nr Blackburn, Cotton Waste Spinner. Blackburn.
Pet May 20. Ord June 16. Exam July 8
Grimsdick, Edward Horton, Bishop's Tachbrook, Farmer. Warwick. Pet June
17. Ord June 17. Exam July 14
Harris, Samuel, Luton, Bedfordshire, Builder. Luton. Pet June 4. Ord June
16. Exam July 30 at 2 at Court house, Luton
Head, John, Workington, Music Seller. Cockermouth and Workington. Pet
June 15. Ord June 15. Exam July 1 at 4 at County Court Office, Workington
Hemingway, William Woodfine, Leeds, Painter. Leeds. Pet June 16. Ord
June 16. Exam June 30 at 11
Humphreys, John George, Holloway rd, Ironmonger. High Court. Pet June
15. Ord June 15. Exam July 24 at 11 at 34, Lincoln's inn fields
Jones, David, Carmarthen, Grocer. Carmarthen. Pet June 16. Ord June 16.
Exam July 7
King, John, Newark upon Trent, Coal Merchant. Nottingham. Pet June 15.
Ord June 15. Exam July 21
Latham, Samson, Onley, Salop, Farmer. Nantwich and Crewe. Pet June 15.
Ord June 15. Exam July 8 at Nantwich
Laver, Alfred, Lewes, Sussex, Grocer. Lewes and Eastbourne. Pet June 16.
Ord June 16. Exam July 3 at 11
Lawton, Thomas, Cricklewood, Builder. Barnet. Pet May 9. Ord June 17
Exam July 22 at 11 at Townhall, Barnet
Lighthown, Thomas, Rishworth, Lancashire, Druggist. Blackburn. Pet June 16.
Ord June 16. Exam July 7
Linton, Charles, Bristol, Currier. Bristol. Pet June 2. Ord June 15. Exam
July 10 at 12 at Guildhall, Bristol
Loveridge, Isaac Drayton, Axminster, Devon, Ironmonger. Exeter. Pet June
15. Ord June 15. Exam July 9 at 11
Marston, Joseph, Walsall, Fishmonger. Walsall. Pet June 16. Ord June 16.
Exam July 13
Mason, John, West Hartlepool, Joiner. Sunderland. Pet June 16. Ord June
16. Exam June 25
Mico, James Joseph, Lavender rd, Clapham Junction, Advertising Contractor.
Wandsworth. Pet May 12. Ord June 16. Exam July 16
Miers, Michael, Treforest, Glamorganshire, Furniture Dealer. Pontypridd.
Pet June 15. Ord June 15. Exam July 7 at 2
Nicholson, Richard Fenwick, Gosforth, Northumberland, Butcher. Newcastle-
on-Tyne. Pet June 15. Ord June 15. Exam June 25
Nuttall, Richard, Oswestry, Shropshire, Railway Guard. Wrexham. Pet June
16. Ord June 16. Exam July 8
Oldfield, George, Ewforth, Lincolnshire, Innkeeper. Sheffield. Pet May 21.
Ord June 15. Exam July 2 at 11.30
Payne, George, Upton, Buckinghamshire, Farm Bailiff. Windsor. Pet June 15.
Ord June 15. Exam July 4 at 11
Preston, Ebenezer, Acocks Green, Worcestershire, Jet Ornament Manufacturer.
Birmingham. Pet June 15. Ord June 15. Exam July 7 at 2
Prothero, John, and John William Prothero, Aberdare, Builders. Aberdare.
Pet June 17. Ord June 17. Exam July 8 at 11 at Court House
Rand, Charles, Wells Mews, Oxford st, Cabinet Maker. High Court. Pet June
16. Ord June 16. Exam July 16 at 11.30 at 34, Lincoln's inn fields
Rix, William George, Stanfield, nr East Dereham, Farm Bailiff. Norwich. Pet
June 11. Ord June 11. Exam July 15 at 12 at Shirehall, Norwich Castle
Sargeant, Harry Bardell, Newcastle-on-Tyne, Publican. Newcastle-on-Tyne.
Pet June 16. Ord June 16. Exam June 30
Scamell, William, Bognor, Sussex, Bootmaker. Brighton. Pet June 17. Ord
June 17. Exam July 9 at 11
Senior, William, Nethershillingdon, Yorkshire, Farmer. Wakefield.
Pet June 15. Ord June 15. Exam July 16
Smith, William, Measham, Derbyshire, Builder. Burton-upon-Trent. Pet June
16. Ord June 16. Exam July 15 at 1.30
Sturges, James, Cambridge rd, Bethnal Green, Corn Dealer. High Court. Pet
June 15. Ord June 15. Exam July 21 at 11 at 34, Lincoln's inn fields
Thomas, William, Egremont, Builder. Birkenhead. Pet May 22. Ord June 12.
Exam July 1
Tillett, Benjamin, Leytonstone, Essex, Builder. High Court. Pet June 16.
Ord June 16. Exam July 21 at 11 at 34, Lincoln's inn fields
Tomlinson, George Witham, Newport, Mon, Solicitor. Newport, Mon. Pet
June 17. Ord June 17. Exam July 1 at 11
Wheatley, John, Gilesgate Moor, nr Durham, Fruiterer. Durham. Pet June
17. Ord June 17. Exam July 7 at 2.30
Whittees, Henry, Birmingham, Chemist. Birmingham. Pet June 15. Ord June
15. Exam July 9 at 10.30
Young, John, Jarrow, Durham, Grocer. Newcastle-on-Tyne. Pet June 16.
Ord June 16. Exam June 30

FIRST MEETINGS.

Avison, Charles, and Frederick Avison, Bally, Yorks, Cloth Finishers. June 22
at 8. Official Receiver, Bally
Barber, Alfred, sen, New Clee, Lincolnshire, out of business. July 1 at 1.
Official Receiver, 2, Haven st, Gt Grimsby

Blest, David, Swindon, nr Dudley, Beerhouse Keeper. June 29 at 11. Official Receiver, Wolverhampton

Briley, Frederick John, Birmingham, Builder. July 2 at 11. Official Receiver, Birmingham

Corner, James, Attenborough, Nottinghamshire, Licensed Victualler. June 26 at 12. Official Receiver, 1, High pavement, Nottingham

Cossey, Edward, Mundham, Norfolk, Threshing Machine Owner. June 27 at 12. H. P. Gould, Official Receiver, 8, King st, Norwich

Currie, Henry Donald, East Stonehouse, Devon, Printer. June 26 at 3. Official Receiver, 18, Frankfort st, Plymouth

Davis, Mary Ann, Redditch, Worcestershire, Boot Dealer. June 26 at 11. Official Receiver, Birmingham

Duell, Alfred Ernest, Gt Grimsby, Lincolnshire, Boot Dealer. July 8 at 1. Official Receiver, 3, Haven st, Gt Grimsby

Edmonds, John Thomas, Chesterfield, Derbyshire, Tailor. June 26 at 3. Angel Hotel, Chesterfield

Green, John, Coventry, Boot Dealer. June 26 at 10.30. Edward Thomas Peirson, Official Receiver, 17, Hertford st, Coventry

Green, Joseph, Oswaldtwistle, nr Blackburn, Cotton Waste Spinner. June 29 at 2.30. White Bull, Church st, Blackburn

Harding, William, Madeley, Salop, Draper. June 26 at 11.30. County Court Offices, Madeley

Hemingway, William Woodfine, Leeds, Painter. June 29 at 11. Official Receiver, 23, Park row, Leeds

Holdsworth, William, Thornbrough, nr Catterick, Yorks, Farmer. June 26 at 11. King's Head Hotel, Darlington

Hopkin, Jenkin, Porthcawl, Glamorganshire, Shoemaker. June 29 at 12. Official Receiver, 2, Bute crescent, Cardiff

Howe, Harry, St George's circus, Surrey, Licensed Victualler. June 26 at 11. 33, Carey st, Lincoln's inn

Hutton, Henry, Marke by the Sea, Yorks, Boot Dealer. June 26 at 8. Official Receiver, 8, Albert rd, Middlesbrough

Jackson, Henry Theophilus, Southport, Lancashire, Coal Agent. June 26 at 3. Official Receiver, 35, Victoria st, Liverpool

Kerkham, Francis Robert, Northampton, Draper. June 29 at 11. Auction Mart, Tokenhouse yard, London

King, John, Newark upon Trent, Coal Merchant. June 26 at 2. Official Receiver, 1, High pavement, Nottingham

Leadbeater, John, Morley, Yorks, Woollen Manufacturer. June 26 at 4.30. Official Receiver, Bank chbrs, Batley

Lightbown, Thomas, Rishton, Lancashire, Wholesale Druggist. June 26 at 2.30. County Court House, Blackburn

Linton, Charles, Bristol, Currier. June 29 at 12.30. Official Receiver, Bank chbrs, Bristol

Loveridge, Isaac Drayton, Axminster, Devon, Ironmonger. July 1 at 11. Bankruptcy bldgs, Portugal st

Marston, Joseph, Walsall, Fishmonger. June 29 at 8. Official Receiver, Walsall

Merson, Michael, Treforest, Glamorganshire, Furniture Dealer. June 29 at 3. Official Receiver, Merthyr Tydfil

Nicholson, Richard Fenwick, Gosforth, Northumberland, Butcher. June 27 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne

Nuttall, Richard, Oswestry, Shropshire, Railway Guard. June 26 at 1.45. Public Hall, Oswestry

Parker, Irvine, Chapel lane, Heckmondwike, Rag Merchant. June 26 at 9.45. Official Receiver, Bank chbrs, Batley

Pratt, Jacob, Guildford st, Gray's inn rd, Gentleman. June 26 at 2. 33, Carey st, Lincoln's inn

Preston, Ebenezer, Acock's Green, Worcestershire, Jet Ornament Manufacturer. June 29 at 8. Official Receiver, Birmingham

Rix, William George, Stanfield, nr East Dereham, Farm Bailiff. June 27 at 1. H. P. Gould, Official Receiver, 8, King st, Norwich

Roberts, Frederick, and William Roberts, Plymouth, Painters. June 26 at 11. Official Receiver, 18, Frankfort st, Plymouth

Sergeant, Harry Bardell, Newcastle on Tyne, Publican. June 26 at 2.30. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne

Senior, William Thomas, Netherhillington, Yorks, Farmer. June 26 at 2. Official Receiver, Southgate chbrs, Sonthgate, Wakefield

Sharpe, George, Norton, Yorks, Tailor. June 26 at 11.30. Official Receiver, 74, Newborough st, Scarborough

Smith, William, Measham, Derbyshire, Builder. June 27 at 3.15. Royal Hotel, Ashby de la Zouch

Smooker, Thomas, Tooley st, Builder. June 29 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Starling, Arthur, Frederick Luther, and Edward Sparshott, Brook's mews, Lancaster gate, Builders. June 29 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Tomlinson, George Withnall, Newport, Mon, Solicitor. July 1 at 12. Official Receiver, 12, Tredegar place, Newport, Mon

Tyan, Ayon, Old Broad st. June 26 at 2. 33, Carey st, Lincoln's inn

Wadden, Joseph Benjamin, Telegraph st, Stock Broker. June 26 at 12. 33, Carey st, Lincoln's inn

Wayt, William Wallace, Whitchurch, Hampshire, Tailor. June 27 at 3. White Hart Hotel, Whitchurch

Wenell, Frederick, and Edward Francis Colston, Liverpool, Coal Merchants. June 26 at 2. Official Receiver, 35, Victoria st, Liverpool

Whittle, Charles James, Wedmore, Somersetshire, Baker. June 26 at 12.30. Official Receiver, Bank chbrs, Bristol

Whistler, Henry, Birmingham, Chemist. June 26 at 11. Official Receiver, Birmingham

Wood, Henry Herod, Lowestoft, Suffolk, Carpenter. June 27 at 12.30. H. P. Gould, Official Receiver, 8, King st, Norwich

Young, John, Jarrold, Durham, Grocer. June 26 at 2. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne

ADJUDICATIONS.

Barber, Alfred, sen., New Clee, Lincolnshire, out of business. Great Grimsby. Pet June 13. Ord June 16

Barnes, William, Hornchurch, Essex, Farmer. Chelmsford. Pet May 10. Ord June 13

Blest, David, Swindon, nr Dudley, Staffordshire, Beerhouse Keeper. Wolverhampton. Pet June 13. Ord June 16

Blowfield, Henry, Earl Soham, Suffolk, Grocer, Ipswich. Pet June 1. Ord June 17

Boyd, Robert Nelson, Victoria st, Westminster, Engineer. High Court. Pet Nov 21. Ord June 17

Broadbridge, William Thomas, Hastings, Builder. Hastings. Pet May 26. Ord June 17

Cleypole, George, Caldecott, Rutland, Bootmaker. Leicester. Pet May 29. Ord June 15

Cooper, Thomas, Earliestown, Lancashire, Watchmaker. Liverpool. Pet June 17. Ord June 17

Davis, Mary Ann, Redditch, Worcestershire, Bootmaker. Birmingham. Pet June 13. Ord June 16

Davis, William James, Roker, Durham, Optician. Sunderland. Pet June 15. Ord June 15

Dose, Richard, Portland st, Walsall, Builder. Walsall. Pet May 1. Ord May 1

Duell, Alfred Ernest, Great Grimsby, Lincolnshire, Bootmaker. Great Grimsby. Pet June 13. Ord June 17

Duffy, Frederick James, and Joseph Sadler, Northampton, Tailors. Northampton. Pet June 11. Ord June 15

Furnivall, Penn, Ashton under Lyne, Surgeon's Assistant. Ashton under Lyne and Stalybridge. Pet May 28. Ord June 15

Gustavel, Friedrich Hans August, Norwich, Innholder. Norwich. Pet June 8. Ord June 15

Hall, John, St Mary's st, Southampton, Watchmaker. Southampton. Pet May 28. Ord June 15

Harding, William, Madeley, Salop, Draper. Madeley. Pet June 12. Ord June 16

Hemingway, William Woodfine, Leeds, Painter. Leeds. Pet June 16. Ord June 16

Hevey, Daniel, Lambeth walk, Haberdasher. High Court. Pet May 28. Ord June 16

Heyes, Grimshaw, Harry Victor Lloyd, and Reuben Shuttleworth, Commercial rd, Machinists. High Court. Pet May 14. Ord June 16

Holdsworth, William, Thornbrough, nr Catterick, Yorkshire, Farmer. Northallerton. Pet June 10. Ord June 16

Howard, Harriet, Denbigh, Dealer in Glass. Bangor. Pet May 22. Ord June 17

Malaghan, Patrick, Newcastle on Tyne, Taller. Newcastle on Tyne. Pet Aug 25. Ord June 16

Nicholson, Richard Fenwick, Gosforth, Northumberland, Butcher. Newcastle on Tyne. Pet June 15. Ord June 16

Payne, George, Langley, Buckinghamshire, Farm Bailiff. Windsor. Pet June 15. Ord June 15

Perren, Robert Burchall, South Petherton, Somerset, Solicitor. Yeovil. Pet May 9. Ord June 10

Perrott, John Wesley, Bradford on Avon, Grocer. Bath. Pet June 11. Ord June 15

Preston, Ebenezer, Acock's Green, Worcestershire, Jet Ornament Manufacturer. Birmingham. Pet June 15. Ord June 15

Sare, Thomas, Winslow, Buckinghamshire, Linen Draper. Banbury. Pet May 19. Ord June 16

Shephard, Richard, New Clee, Lincolnshire, Smackowner. Gt Grimsby. Pet June 11. Ord June 15

Southwood, Minnie, Clapham Common, Spinster. Wandsworth. Pet April 30. Ord June 16

Spering, Joseph, West Bromwich, Staffordshire, Charter Master. Oldbury. Pet June 10. Ord June 16

Tasker, Robert Branton, Menai Bridge, Anglesey, Dentist. Bangor. Pet June 5. Ord June 17

Thompson, Charles, and Casburn Tweed, St Paul's rd, Burdett rd, Bow, Builders. High Court. Pet May 20. Ord June 17

Warner, Albert, Leicester, Dyer. Leicester. Pet May 30. Ord June 17

Whittle, Charles James, Wedmore, Somersetshire, Baker. Wells. Pet June 12. Ord June 16

Wilson, James, and Thomas Godfrey, Birmingham, Stationers. Birmingham. Pet June 8. Ord June 17

Young, John, Jarrow, Durham, Grocer. Newcastle on Tyne. Pet June 16. Ord June 16

ADJUDICATIONS ANNULLED.

Windas, Archibald Greaves, and James Dunsmore, Brookfield rd, South Hackney, Engineers. High Court. Adj Jan 31. Annual June 11.

TUESDAY, JUNE 23, 1885.

RECEIVING ORDERS.

Armstrong, William, and John Walmsley, Bury, Hat Manufacturers. Bolton. Pet June 18. Ord June 18. Exam July 13 at 11

Baldwin, Henry James, Horseferry Branch rd, Commercial rd, Rag Merchant. High Court. Pet June 18. Ord June 18. Pet July 22 at 11 at 34, Lincoln's inn fields

Bonnor, Charles Mortimer, Lower Addiscombe rd, Croydon, Bookseller. Croydon. Pet June 17. Ord June 17. Exam July 31

Browne, J. Beazley, and Co, Catherine court, Seething lane, Hide Merchants. High Court. Pet June 15. Ord June 18. Exam July 29 at 11 at 34, Lincoln's inn fields

Burcham, William, Attleborough, Norfolk, Farmer. Norwich. Pet June 20. Ord June 20. Exam July 15 at 12 at Shirehall, Norwich Castle

D'Arcy, George Edward, Nottingham, Fishmonger. Nottingham. Pet June 20. Ord June 20. Exam July 21

Ellis, David, Birmingham, Grocer. Birmingham. Pet June 20. Ord June 20. Exam July 23 at 2

Gillborn, James William, Nottingham, Plumber. Nottingham. Pet June 18. Ord June 18. Exam July 21

Gossling, Edward, Wimborne Minster, Dorset, Bootmaker. Poole. Pet June 20. Ord June 20. Exam July 29 at 2 at 22, County hall, Poole

Hannan, James Edwin, Birmingham, Bootmaker. Birmingham. Pet June 19. Ord June 19. Exam July 21 at 2

Holt, James, Bolton, Yarn Agent. Bolton. Pet June 19. Ord June 19. Exam July 6 at 11

Irving, William, Newcastle on Tyne, Draper. Newcastle on Tyne. Pet June 19. Ord June 19. Exam July 2

Jarrett, George, Lyndhurst, Kent, Carter. Canterbury. Pet May 16. Ord June 19. Exam July 8

Jones, Edwin Thomas, Bristol, Plumber. Bristol. Pet June 19. Ord June 19. Exam July 24 at 12 at Guildhall, Bristol

Lambert, W. Tonale hill, Wandsworth, Builder. Wandsworth. Pet Apr 9. Ord June 18. Exam July 23

Landau, Max, Mincing lane, Aniline Dye Manufacturer. High Court. Pet May 30. Ord June 19. Exam July 22 at 11 at 34, Lincoln's inn fields

Lomax, Thomas, Bolton, Tarpaulin Manufacturer. Bolton. Pet June 18. Ord June 18. Exam July 6 at 11

Lumley, Henry, Thirsk, Yorks, Painter. Northallerton. Pet June 16. Ord June 16. Exam July 3 at 11.30 at Court house, Northallerton

Makinson, Edwin Robert, Cheltenham, Grocer. Cheltenham. Pet June 19. Ord June 19. Exam July 10 at 2

Merkel, George Louis, Widnes, Lancashire, Hatter. Liverpool. Pet June 19. Ord June 19. Exam July 2 at 11 at Court house, Government bldgs, Victoria st, Liverpool

Metcalfe, John Allison, Guisborough, Accountant. Stockton on Tees and Middlesbrough. Pet June 18. Ord June 18. Exam July 1

Murton, Alfred, Sudbury, Suffolk, Baker. Colchester. Pet June 19. Ord June 19. Exam July 15 at 3 at Townhall, Colchester

Nicholson, Martha, Great Yarmouth, Fish Merchant. Great Yarmouth. Pet June 10. Ord June 19. Exam July 6 at 2.30 at Townhall, Great Yarmouth

Parker, Alexander Llewellyn, Nantwich, Cheshire, Builder. Nantwich and Crewe. Pet June 8. Ord June 17. Exam July 8 at 12 at Nantwich

Platt, Charles Rawley, King's rd, Chelsea, Chemist. High Court. Pet June 18. Ord June 19. Exam July 23 at 11 at 34, Lincoln's inn fields

Price, Edward Thomas, address unknown, Assistant Commissary-General in Army (retired), High Court. Pet May 25. Ord June 19. Exam July 23 at 11 at 34, Lincoln's inn fields

Rentfrow, Albert, Redruth, Cornwall, Boot Manufacturer. Truro. Pet June 19. Ord June 19. Exam July 16 at 11

Riley, Arthur, Leicester, Auctioneer. Leicester. Pet May 22. Ord June 18. Exam July 8 at 10

Robinson, Edward, Scartho, nr Great Grimsby, Miller. Great Grimsby. Pet June 18. Ord June 19. Exam July 5 at 11 at Townhall, Grimsby

Siffleet, Herbert, Brighton, Tailor. Brighton. Pet June 20. Ord June 20. Exam July 9 at 12.
 Sparrow, Jonas, Cheltenham, Builder. Cheltenham. Pet June 20. Ord June 20. Exam July 10.
 Spriggs, Samuel, Gretton, Northamptonshire, Wheelwright. Leicester. Pet June 19. Ord June 19. Exam July 8 at 10.
 Syngle, Alexander Hamilton, Shirehampton, nr Bristol, Colliery Proprietor. Bristol. Pet May 12. Ord June 19. Exam July 24 at 12 at Guildhall, Bristol.
 Thomas, Evan, Ogmore Vale, Glamorganshire, Tailor. Cardiff. Pet June 18. Ord June 18. Exam July 9 at 2.
 Thomson, Cecil George, St. Leonards on Sea, Advertising Agent. Hastings. Pet June 19. Ord June 19. Exam July 13.
 Thomson, Peter, Alnwick, Northumberland, Seedsman. Newcastle on Tyne. Pet June 20. Ord June 20. Exam July 2.
 Tissington, George, Caledonian rd, Islington, Tool Manufacturer. High Court. Pet June 19. Ord June 21 at 11 at 34, Lincoln's Inn fields.
 Vaisey, Charles Edward, Looe, Gloucestershire, Farmer. Swindon. Pet June 19. Ord June 19. Exam July 8 at 2.
 Wheatcroft, Samuel, Newark, Nottinghamshire, Corn Miller. Nottingham. Pet June 19. Ord June 19. Exam July 21.
 Wilson, John William, Thirsk, York, Painter. Northallerton. Pet June 18. Ord June 18. Exam July 3 at 11.30 at Court house, Northallerton.
 Wyatt, Ebenezer, Banbury, Oxfordshire, Furniture Dealer. Banbury. Pet June 12. Ord June 20. Exam July 15.

FIRST MEETINGS.

Armstrong, William, and John Walmsley, Bury, Lancashire, Hat Manufacturers. July 3 at 5. 16, Wood st, Bolton.
 Bryant, John, Merthyr Tydfil, Skinner. July 1 at 12. Official Receiver, Merthyr Tydfil.
 Clegg, Arthur, Lansdowne rd, Hackney, Sewing Machine Manufacturer. July 1 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.
 Conway, George Alfred, Newport, Mon., Tin Plate Manufacturer. June 30 at 12. King's Head Hotel, Newport, Mon.
 Dix, Thomas, Croydon, Dealer in Berlin Wools. July 1 at 2. Official Receiver, 109, Victoria st, Westminster.
 Fowler, Henry Camille, High st, Southwark, Saddler. July 2 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.
 Gerbert, Romain, Miles Lane, Lower Thomas st, Agent for Foreign Produce. July 2 at 11. 33, Carey st, Lincoln's Inn.
 Gillborn, James William, Nottingham, Plumber. June 30 at 12. Official Receiver, 1, High pavement, Nottingham.
 Grimsdick, Edward Horton, Bishop's Tachbrook, Warwickshire, Farmer. June 30 at 11.30. Sanderson, Church st, Warwick.
 Hampton, James Edwin, Birmingham, Bootmaker. July 3 at 11. Official Receiver, Birmingham.
 Harris, Samuel, Luton, Bedfordshire, Builder. June 30 at 11.30. Official Receiver, 29, Park st, West, Luton.
 Head, John, Workington, Cumberland, Music Seller. July 1 at 12. 67, Duke st, Whitehaven.
 Hiscox, Mary Agnes, Woolston, Hants, Grocer. July 2 at 2. Official Receiver, 4, East st, Southampton.
 Holt, James, Bolton, Lancashire, Yarn Agent. July 3 at 10. 16, Wood st, Bolton.
 Huxtable, John, Fremington, Devon, Farmer. July 1 at 10.15. Lion House, Barnstaple.
 Inglis, Charles John, Queen Victoria st. July 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn.
 Irving, William, Newcastle on Tyne, Draper. July 3 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne.
 Jarrett, George, Lynsted, Kent, Carter. July 3 at 10. 32, St George's st, Canterbury.
 Jones, David, Carmarthen, Grocer. July 1 at 11.30. Official Receiver, Bristol.
 Kime, Fred, Liverpool, Boot Dealer. July 3 at 2. Official Receiver, 33, Victoria st, Liverpool.
 Kirtley, George Coates, Stockton on Tees, Stationer. July 2 at 12.15. Station Hotel, York.
 Laver, Alfred, Lewes, Sussex, Grocer. June 30 at 12. 109, Victoria st, Westminster.
 Lomax, Thomas, Bolton, Tarpaulin Manufacturer. July 2 at 11. 16, Wood st, Bolton.
 Lumley, Henry, Thirsk, Yorkshire, Painter. June 30 at 10.45. Strickland's Hotel, Thirsk Junction.
 Makin, Edwin Robert, Cheltenham, Grocer. July 2 at 3.15. County Court, Cheltenham.
 Merkei, George Louis, Widnes, Lancashire, Hatter. July 2 at 3. Official Receiver, 26, Victoria st, Liverpool.
 Moon, George Washington, Regent st, Outfitter. July 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.
 Oldfield, George, Epworth, Lincolnshire, Innkeeper. July 1 at 11. Official Receiver, Frietree Lane, Sheffield.
 Poplar, Edward Joseph, Moness st, Poplar, Cabinet Manufacturer. July 2 at 12. 33, Carey st, Lincoln's Inn.
 Prothero, John, and John William Prothero, Aberdare, Builders. July 1 at 3. Official Receiver, Merthyr Tydfil.
 Riley, Arthur, Leicester, Auctioneer. July 2 at 12. Official Receiver, 28, Friar Lane, Leicester.
 Robinson, Edward, Scartho, nr Great Grimsby, Miller. July 8 at 1.30. Official Receiver, 3, Haven st, Great Grimsby.
 Salm-Kyburg, Ludwig, Kensington gardens sq. July 1 at 11. 33, Carey st, Lincoln's Inn.
 Seammell, William, Bognor, Sussex, Bootmaker. June 30 at 2.30. Official Receiver, 39, Bond st, Brighton.
 Senior, Ann Alice, Stafford, Hotel Proprietress. July 1 at 10.30. North-Western Hotel, Stafford.
 Sherratt, Henry Robert, Shaftesbury, Dorsetshire, Physician. July 1 at 2.30. Grosvenor Arms Hotel, Shaftesbury.
 Smith, Thomas, South Southsea, Schoolmaster. July 6 at 11. Official Receiver, 188, Queen st, Portsea.
 Southwood, Minnie, Crescent house, Clapham Common, Spinster. June 30 at 2. Official Receiver, 109, Victoria st, Westminster.
 Sparrow, Jonas, Cheltenham, Builder. July 2 at 4.30. County Court, Cheltenham.
 Spriggs, Samuel, Gretton, Northamptonshire, Wheelwright. July 3 at 3. Official Receiver, 26, Friar Lane, Leicester.
 Stanton, Henry, Newgate street, Optician. July 2 at 11. 33, Carey st, Lincoln's Inn.
 Thomson, Peter, Alnwick, Northumberland, Seedsman. July 3 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne.
 Wheatcroft, Samuel, Newark, Nottinghamshire, Corn Miller. June 30 at 2. Official Receiver, 1, High pavement, Nottingham.
 Wheatley, Mary Anne, Pembroke Dock, Milliner. Pembroke Dock. Pet June 12. Ord June 20.
 Wright, Thomas William, Montague close, Southwark, Wharfinger. July 2 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.
 The following Amended Notice is substituted for that published in the London Gazette of June 19, 1885.

Bridley, Frederick John, Birmingham, Builder. July 6 at 11. Official Receiver Birmingham.

ADJUDICATIONS.

Baker, James, Station rd, Kensal Green, Builder. High Court. Pet Apr 1. Ord June 20.
 Barker, Arthur Beanland, Shipley, Yorks, Grocer. Bradford. Pet May 18. Ord June 19.
 Bensted, James George, Waltham Abbey, Essex, Grocer. Edmonton. Pet June 15. Ord June 18.
 Browse, B., Brixham, Devon, Grocer. East Stonehouse. Pet June 8. Ord June 20.
 Bryant, John, Merthyr Tydfil, Skinner. Merthyr Tydfil. Pet June 17. Ord June 20.
 Buckler, Thomas Warr, Theobald's rd, Solicitor. High Court. Pet Mar 26. Ord June 16.
 Burcham, William, Atleborough, Norfolk, Farmer. Norwich. Pet June 20.
 Charity, Alfred, Nottingham, Manager to Licensed Victualler. Nottingham. Pet June 18. Ord June 20.
 Coles, Charles, Croydon, Builder. Croydon. Pet May 5. Ord June 17.
 Cossey, Edward, Mundham, Norfolk, Threshing Machine Owner. Gt Yarmouth. Pet June 18. Ord June 20.
 Cowland, Bennett, Leeds, Tailor. Leeds. Pet May 20. Ord June 16.
 Dewhirst, Thomas, and Edmund Dewhirst, Bradford, Yorks, Spinners. Bradford. Pet May 21. Ord June 18.
 Gillborn, James William, Nottingham, Plumber. Nottingham. Pet June 18. Ord June 20.
 Gosaling, Edward, Wimborne Minster, Dorset, Bootmaker. Poole. Pet June 20.
 Ord June 21.
 Head, John, Workington, Music Seller. Cockermouth and Workington. Pet June 15. Ord June 19.
 Hiscox, Mary Agnes, Woolston, Hampshire, Grocer. Southampton. Pet June 18. Ord June 20.
 Hunt, Josiah, Queen Anne's gate, Westminster, Surveyor. High Court. Pet May 22. Ord June 18.
 Johnson, Joseph, Central Market, Smithfield, Provision Merchant. High Court. Pet May 22. Ord June 18.
 Leadbeater, John, Morley, Yorks, Woollen Manufacturer. Dewsby. Pet June 12. Ord June 18.
 Lomax, Thomas, Bolton, Lancashire, Tarpaulin Manufacturer. Bolton. Pet June 18. Ord June 20.
 Lunley, Henry, Thirsk, Yorks, Painter. Northallerton. Pet June 16. Ord June 17.
 Makin, Edwin Robert, Cheltenham, Grocer. Cheltenham. Pet June 19. Ord June 20.
 Marston, Joseph, Walsall, Fishmonger. Walsall. Pet June 10. Ord June 17. ■
 O'Connor, Thomas, Stone, Watchmaker. Stafford. Pet May 18. Ord June 20.
 Owen, John, Maentwrog, Merionethshire, Butcher. Bangor. Pet June 1. Ord June 18.
 Parker, Irvine, Heckmondwike, Yorkshire, Rag Merchant. Dewsby. Pet June 12. Ord June 18.
 Plate, Charles Rowley, King's rd, Chelsea, Chemist. High Court. Pet June 12. Ord June 19.
 Prendergast, J. M., Gerrard st, Soho, Surgeon. High Court. Pet Nov 6. Ord June 18.
 Rix, William George, Stanfield, nr East Dereham, Farm Bailiff. Norwich. Pet June 11. Ord June 18.
 Sergeant, Harry Bardell, Newcastle-on-Tyne, Publican. Newcastle-on-Tyne. Pet June 10. Ord June 20.
 Seymour, William, Hinton St Mary, Dorset, Farmer. Dorchester. Pet May 19. Ord June 18.
 Sparrow, Jonas, Cheltenham, Builder. Cheltenham. Pet June 20. Ord June 20.
 Staunard, Henry, York, Draper. York. Pet June 1. Ord June 16.
 Stevens, James Edgar, West st, Hackney, Boot Manufacturer. High Court. Pet May 19. Ord June 18.
 Sykes, John, Doncaster, York Tailor. Sheffield. Pet June 4. Ord June 18.
 Thomson, Cecil Charles, St Leonard's on Sea, Advertising Agent and Fancy Stationer. Hastings. Pet June 19. Ord June 19.
 Tomlinson, George, Withnall, Newport, Mon., Solicitor. Newport, Mon. Pet June 17. Ord June 18.
 Villar, Alfred Edwin, Pall Mall, Wine Merchant. High Court. Pet May 23. Ord June 19.
 Vizard, Francis Jobson, Eastville, nr Bristol, Hotel Manager. Bristol. Pet May 15. Ord June 16.
 Wallis, Walter James, Constitution Hill, nr Poole, Dorset, Builder. Poole. Pet June 1. Ord June 18.
 Walters, William, Cardiff, Builder. Cardiff. Pet May 18. Ord June 18.
 Wheatcroft, Samuel, Newark, Nottinghamshire, Corn Miller. Nottingham. Pet June 19. Ord June 20.
 Wheatley, Mary Anne, Pembroke Dock, Milliner. Pembroke Dock. Pet June 12. Ord June 20.
 Wilson, John William, Thirsk, York, Painter. Northallerton. Pet June 16. Ord June 18.
 Woods, Henry Herod, Lowestoft, Carpenter. Great Yarmouth. Pet June 12. Ord June 18.

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